

THE FITNESS CENTER @ TEN ALMADEN

This agreement grants to _____ (the "Member"), solely the right to use **The Fitness Center @ Ten Almaden (located at 10 Almaden Boulevard, 4th floor)** (the "Fitness Center") in accordance with the terms and conditions of this agreement and as amended from time to time. Member may not assign, transfer, or loan any right of membership. KBSIII Ten Almaden, LLC (the "Owner") and Cushman & Wakefield (the "Property Manager"), shall have the right to refuse/terminate this membership at any time with or without cause, effective upon notice to Member of such termination. Member's use of the Fitness Center shall be subject to the rules and regulations that Owner and/or Property Manager may impose on the use of the Fitness Center from time to time. In addition, to the extent Owner and/or Property Manager determines in its sole discretion that Member has violated this agreement or any rule or regulation imposed by Owner or Property Manager, then Owner or Property Manager shall have the right to immediately terminate Member's use of the Fitness Center. Member further understands and agrees that the Fitness Center is an amenity for the tenants of Ten Almaden office and upon the Member no longer leasing and occupying space within the Ten Almaden office, Member shall cease to have the rights to utilize the Fitness Center.

Member understands the Owner and Property Manager strongly recommend a physical examination conducted by a physician before starting a new exercise program.

Release and Waiver to Claims: To the extent permitted by law and in consideration of his or her use of the services and facilities of The Fitness Center, Member hereby waives any and all claims, actions, demands, damages, losses, costs or expenses (collectively, "Claims") which Member may now or hereafter have or claim against Owner, KBS Capital Advisors, LLC, and Property Manager, and/or their respective owner, affiliates, officers, directors shareholders, and employees (collectively, "Released Parties"), for loss, theft, or damage to property in, upon, or about the premises of The Fitness Center and for injuries to his or her person occurring in, upon, or about The Fitness Center or connected with or arising out of any use of equipment or other activity at The Fitness Center including without limitation any activity relating to instruction, services, or advice rendered by The Fitness Center or any independent contractor, employee or agent working at The Fitness Center, whether caused by active or passive negligence of the Released Parties or otherwise. In this RELEASE AND WAIVER OF CLAIMS, "facilities, equipment or services" include without limitation, exercise equipment, lockers, showers, classes, or activities whether on or away from the Fitness Center, transportation, instruction and advice provided by an independent contractor, employee or agent working within the Fitness Center. Member will indemnify defend and hold Released Parties free and harmless from and against any such Claims and other liabilities, including attorney's fees and costs arising from or relating to any negligent act or omission or willful misconduct on the part of Member occurring at or in connection with The Fitness Center.

General Terms: Member shall be responsible for any damage caused by Member to the Fitness Center, Owner and/or Property Manger. This agreement is the entire agreement between member and Owner and Property manager. Member is not relying on any representation or statement not contained in this agreement. This agreement may not be amended except in writing, signed by Member and Owner and Property Manager.

Name of Applicant ("Member") _____ **Access Card #** _____

Signature of Applicant ("Member") _____ **Date** _____

Company Name: (Print) _____ **Suite#** _____

Member E-mail: _____ **Member Phone #:** _____

Ten Almaden Fitness Center Rules and Regulations

1. No guests will be permitted to use the Fitness Center without the prior written consent of Building Management.
2. All Fitness Center users shall use the Fitness Center at their own risk.
3. Those Fitness Center users with medical conditions such as high blood pressure, heart disease, respiratory problems or any other conditions or situations that may make any form of exercise dangerous to one's health, such as pregnancy or medication(s), must consult with and receive consent from their physician prior to using the fitness equipment.
4. If any Fitness Center user feels faint, dizzy, sick, experiences pain and/or has difficulty breathing while using the equipment, user shall immediately stop what he/she is doing and cool down. In the event such Fitness Center user does not feel better, he/she shall contact security at **(408) 422-2877** or call **911** for assistance.
5. In the event a Fitness Center user notices any faulty or malfunctioning equipment, hazardous conditions, situations, safety concerns, or feels uncomfortable while using the equipment for any reason, such user shall report the situation to Building Management immediately at **(408) 572-8450**.
6. All Fitness Center users must have a pre-authorized keycard to enter the Fitness Center. Building issued keycards programmed for the Fitness Center shall not be shared and shall only be used by the individual. Friends, guests or relatives of users are strictly prohibited from using the Fitness Center. Failure to abide by this rule shall result in the immediate termination of user's right to use the Fitness Center.
7. Fitness Center users agree to keep the Fitness Center in a neat and orderly fashion, including, but not limited to, wiping off all equipment after having completed use.
8. Lockers are available on a first come, first serve basis and are not to be used for overnight storage. All personal articles left behind will be removed from the locker room every day. Articles left behind will be taken to the management office and disposed of if not claimed within thirty (30) days.
9. Appropriate exercise attire is required at all times. Gym clothes are not to be worn in the lobby or atrium area of the building. Men are to wear shirts at all times while in the Fitness Center.

FITNESS CENTER HOURS:

Monday - Friday 5:30 am – 9:00 pm
Saturday – Sunday 9:00 am – 4:00 pm