



Order/Access Card Number _____

BRIARLAKE PLAZA FITNESS CENTER PAYMENT FORM

PLEASE COMPLETE ENTIRE FORM Date _____

Name _____ Company _____

Building _____ Suite _____ Work Phone _____ Home/Cell Phone _____

Email Address _____

\$27.06* per month x _____ (Number of Months Paid) = _____ Total Payment Membership Start Date _____

Prorated Payment (if applicable) _____

Method of Payment (check one) _____ Discover _____ MC _____ VISA _____ Time of Phone Order _____

Credit Card Number _____ Expiration _____ Security Code _____

Recurring Charges ____ Yes ____ No Frequency Annually Quarterly Monthly

Card Billing Address _____ Zip _____

Signature _____ Print Name _____

*Includes Sales Tax. Termination Date _____

Management Office: **One BriarLake Plaza, Suite 175** Signature _____
Phone: 713-952-1900 Fax: 713-978-7181
BLPFrontDesk@Tierreit.com Date of Request _____

MEMBERSHIP SHALL BE TERMINATED IF PAYMENT IS NOT RECEIVED BY THE 1ST OF EACH MONTH.

For Management Office Use Only: _____
Check if Entered

Termination Date: _____
Check Credit Card Cancelled

BRIARLAKE PLAZA FITNESS CENTER

RULES & REGULATIONS

HOURS OF OPERATION

Monday – Friday
5:00 am – 8:00 pm

Saturday
8:00 am – 12:00 pm

Sunday
Closed

ACCESS TO THE FACILITY

- Access will only be granted to tenants who have completed, signed and dated the Fitness Center Unconditional Waiver and Release form as well as maintain a current membership status.
- Tenants only, no family members, children, friends or unauthorized co-workers are allowed in the fitness center. No “badging in” for other people or access privileges will be denied.
- Access will be granted through Management Office.
- Access cards are not transferable.
- Lost cards **MUST** be reported immediately. A replacement will be issued at the expense of the tenant.
- Must be 18 years of age or older.

DRESS CODE

- Suitable shirts and shoes must be worn at all times while exercising. Shirts with offensive wording are prohibited.
- Appropriate shoes are to be worn at all times while exercising. No bare feet/flip flops/hiking shoes/smart casual shoes allowed.

EQUIPMENT

- Equipment and machines are to be used in the manner for which they have been designed.
- During peak times tenants utilizing the cardio machines (treadmills, ellipticals, and bikes) are limited to 30 minutes per machine.
- Allow others to "work-in" or take turns on equipment that you are using. Do not monopolize several pieces of equipment while others are waiting.
- Do not drop dumbbells or plates on the floor.
- Do not place dumbbells, bars or plate weights on vinyl benches.
- Free weights must be returned to their storage position **immediately** after use.
- Users must unpack and return barbells/hand weights to their storage position **immediately** after use.
- Wipe down any equipment surfaces after each use.

LOCKERS/SHOWERS

- Lockers are not assigned and are used only during fitness center workout. Members are to use their own standard shackle padlock to secure belongings in a locker during your workout. After your workout remove belongings from the locker and remove the lock. Locks left on lockers overnight will be cut off and all belongings will be removed and may be disposed.
- Please do not leave personal belongings in the dressing rooms, (i.e. Robes, flip flops, etc.).
- Please keep the showers in clean condition after every use.

VALUABLES

- The Management or Ownership of the BriarLake Plaza Fitness Center will not be responsible for any lost or stolen items, theft and/or damage to any property.

OTHER

- **NO FOOD OR DRINK PERMITTED IN FITNESS CENTER (WATER BOTTLES ARE ALLOWED).**
- **MEMBERS ARE RESPONSIBLE FOR PROVIDING THEIR OWN TOILETRIES AND TOWELS.**
- **PICK UP YOUR TOWELS, WATER BOTTLES OR OTHER PERSONAL ITEMS WHEN YOU ARE FINISHED EXERCISING.**

STRICTLY PROHIBITED ACTIVITIES

- ***NO SMOKING OR ALCOHOL IS PERMITTED***
- ***THE ILLEGAL USE OF ANY DRUGS (INCLUDING STEROIDS)***
- ***NO FIREARMS ARE PERMITTED***
- ***PROFANITY, LOUD NOISES, ABUSIVE LANGUAGE, OR HARASSMENT OF ANY TYPE WILL NOT BE TOLERATED.***

Landlord shall have the right at all times to change the Rules and Regulations or to amend them in any reasonable manner as may be deemed advisable by Landlord, all of which changes and amendments will be sent by Landlord to Fitness Members in writing and shall be thereafter carried out and observed by the Fitness Members.

I hereby acknowledge that I have read and understand the above and that failure to adhere to the rules and regulations may cause my privileges to be revoked.

Signature

Date

Print Name

BRIARLAKE PLAZA FITNESS CENTER UNCONDITIONAL WAIVER AND RELEASE

The undersigned has requested the right to utilize, for a fee, the fitness center facilities (the "Fitness Center") in the building located at 2050 West Sam Houston Parkway South, Houston, Texas, and more commonly known as Two BriarLake Plaza ("TBLP"), managed by HPT Management Services LLC, a Texas limited liability company ("Manager"), on behalf of Behringer Harvard Briarlake Land LP, a Delaware limited partnership, the owner of TBLP ("TBLP Owner"), for the purpose of exercise and recreation. Manager also manages the building located at 2000 West Sam Houston Parkway South, Houston, Texas, and more commonly known as One BriarLake Plaza ("OBLP") on behalf of Behringer Harvard Briarlake Plaza Owner, LLC, a Delaware limited liability company, the owner of OBLP ("OBLP Owner") (TBLP and OBLP collectively referred to herein as the "Complex"). As a condition of being granted the non-exclusive right of access to and use of the Fitness Center and in consideration of such access and use, the undersigned agrees to release, indemnify and hold harmless Manager, TBLP Owner, OBLP Owner, TBLP Owner's affiliates, OBLP Owner's affiliates, and their respective officers, directors, managers, servants, staff, employees and/or agents (the "Released Parties") from any and all liability for any claims, demands, actions or causes of action, including those for physical injury and property damage, whatsoever arising out of the undersigned's right of access to and use of the Fitness Center.

The undersigned recognizes that his/her use of the Fitness Center, including but not limited to the use of any of the exercise equipment or facilities or participation in any exercise program at the Fitness Center or the provision of any personal training provided by third parties involves the risk of physical injury to him/her, which may be caused by or resulting from the negligence, in whole or in part, of the Released Parties. The undersigned hereby expressly and unconditionally WAIVES, RELEASES and DISCHARGES forever any claim he/she otherwise would have against the Released Parties for physical injury ARISING OUT OF OR CAUSED BY THE NEGLIGENCE, IN WHOLE OR IN PART, of the Released Parties. The undersigned agrees to assume all risk of injury in its entirety regardless of the cause, INCLUDING ANY INJURY RESULTING FROM THE NEGLIGENCE, IN WHOLE OR IN PART, of the Released Parties.

The undersigned understands that he/she is waiving a legal right and, in so doing, agrees that the Released Parties shall not be liable or responsible for ANY INJURY or damage to him/her, or to his/her property, ARISING OUT OF OR CAUSED BY THE NEGLIGENCE, IN WHOLE OR IN PART, of the Released Parties. It also is agreed that the Released Parties shall not be liable or responsible to the undersigned for personal items or articles lost or stolen in connection with the undersigned's use of the Fitness Center.

The undersigned acknowledges and affirms:

- (1) He/she has carefully read and understands the foregoing UNCONDITIONAL WAIVER AND RELEASE;
- (2) He/she has the obligation to independently obtain instruction in the proper operation of the equipment and facilities prior to use of same;
- (3) He/she is fully aware of the fact that there may be a health risk and/or a risk of injury or death in connection with participating in activities involving physical exertion and, further, he/she has the sole obligation to obtain competent medical advice from a qualified physician regarding the appropriateness of his/her use of the facilities and to adhere to the physician's recommendations; and
- (4) He/she understands and agrees that the rights of access to and use of the Fitness Center are exclusively for the benefit of employees of current tenants of the Complex, and the undersigned bears the sole risk of any injury (whether physical or property) resulting from any unauthorized use of the Fitness Center, INCLUDING ANY INJURY RESULTING FROM THE NEGLIGENCE, IN WHOLE OR IN PART, of the Released Parties.

Card Number: _____

E-Mail Address: _____

Signature: _____

Company: _____

Print Name: _____

Telephone Number: _____

Dated: _____