



Moore & Associates, Inc.  
As Agent for  
Fairview Park Building Owner LLC

**3120 Fairview Park  
EXERCISE ROOM  
FITNESS FACILITY RULES AND REGULATIONS**

The following Rules and Regulations are intended to make the Fitness Facility (“Facility”) at 3120 Fairview Park Drive, Falls Church, VA 22042, as safe, enjoyable, and pleasant as possible for all users of the Facility (“Users”). These Rules and Regulations are applicable to all Users and may be changed from time to time by Fairview Park Building Owner LLC (“Landlord”) or its Managing Agent (“Building Manager”), to provide for the safe, orderly, and enjoyable use of the Facility’s facilities and equipment.

1. **Use.** Users shall use the Facility and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Facility and related equipment in any manner which will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. No person may use the Facility unless they have signed a Waiver of Liability. The Facility is open to Tenants and employees of Tenants only. Currently there is a limit of our people working out at one time until further notice. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons. Each User shall use their Datawatch Access Card to access the Facility. Each User acknowledges that he or she shall exercise caution when using the Facility, that the Facility is unstaffed, and that no security is provided by Landlord. Any suspicious activity should be reported to the Building Manager. The Use shall always maintain social/physical distance from others with whom you do not share regular contact, and subject to individual health conditions, all users of this facility must properly use a barrier mask within the Facility when using the facility around others.
2. **COVID Protocols.** We have made several changes to ensure proper use and maintenance of the Facility within the current environment. All Tenant Employees will be required to sign this document prior to use. Rules and regulations are posted throughout the Facility. Signage is installed at the entrance, within the locker rooms and around the facility as a reminder to social distance. Proper use of a barrier mask is always requested within the Facility, especially in the company of others. The User agrees to disinfect equipment by wiping down the equipment prior to and after use and to refrain from sharing of any towels, water bottles or wipes. We have installed sanitizer stations within the facility for use prior to, during and after your workout. We have installed wipes for the machines

throughout the Facility, in addition to disinfecting wipes in the locker rooms. We have limited the hours of use so increased cleaning can be performed throughout the day.

The User will not utilize the Facility if the User has experienced a fever within the previous 14 days, received a positive result from a COVID-19 test within the previous 14 days, has been in close contact with anyone that has or had symptoms of COVID-19 within the previous 14 days, or experienced any of the following symptoms within the previous 14 days: cough, loss of smell or taste, congestion, shortness of breath and headache or any other symptom associated with COVID-19 that cannot be attributed to another health condition. If so directed by any health department or primary care physician after use of the Facility, the User will report a positive COVID-19 test or diagnosis to Landlord.

3. **Hours of Operation.** The Facility may be used at any time other than during periods of temporary closure (for cleaning, repairs, etc.) as Landlord reasonably determines. The Facility will not be open for use on legal public holidays. The Facility may be closed, and its hours of operation modified from time-to-time, at Landlord's reasonable discretion. Tenants will be notified at least 24 hours in advance of any closing unless such closing is due to emergency.
4. **Clothing.** The minimum attire at the facility shall be gym shorts, tee shirts, socks, and athletic shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes or similar footwear must be always worn. Users of the Facility must wear clean and appropriate attire when in transit to and from the Facility, which may include, but not be limited to, warm-up suits and sweat suits.
5. **Conduct.** Any conduct which unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly, and efficient operation of the Facility or the equipment, is strictly prohibited. Radios, cell phones or other similar personal audio equipment may not be used without headphones. No Tenant shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises or those having business with them, whether using any musical instrument, radio, cell phone, loudspeaker, or other sound system. Those in violation of this rule will be subject to immediate expulsion.
6. **Smoking.** Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility.
6. **Solicitations and Petitions.** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kinds, are strictly prohibited.
7. **Identification.** Upon request by Landlord's employee or personnel, users must present their key for identification purposes. Neither Landlord nor the Building Manager assumes responsibility for lost or stolen keys.
8. **Food and Beverages Prohibited.** Except for water contained in plastic bottles or containers only, food and beverages shall not be brought to the Facility for consumption on the premises. Alcoholic beverages are strictly prohibited.

9. **Notices, Complaints or Suggestions.** Users must immediately notify Landlord or Building Manager if they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any more than de minimis breakage, or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to the Building Manager.
10. **Other Facilities.** Landlord or Building Manager may prohibit the use of or close the Facility if misused in any way. Landlord and Building Manager take no responsibility for personal possessions left in the Facility. Locks or lockers are permissible, but all articles and locks must be removed when the User leaves the Facility. Landlord and Building Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Landlord and Building Manager make no representation or warranty that the use of any locker will protect User's personal property from damage, loss, or theft.
11. **Violation of Rules.** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.
12. **Maintenance.** No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed and always locked.
13. **No Representations.** User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Landlord, or Building Manager regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Landlord, or Building Manager to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk. By signing below and/or entering the Facility, the User acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 while using the Facility.
14. **Card Keys.** User hereby agrees to keep any card key and/or locker key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key or locker key to any other person. In the event User shall lose or misplace its card key or locker key, or in the event User's card key shall be stolen, User shall immediately notify Landlord and Building Manager in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Landlord (after the expiration of any applicable notice and cure provisions contained therein), Building Manager may immediately de-activate User's key card and User shall immediately surrender its card key and locker key to Building Manager. User hereby acknowledges that the card key and locker key are and shall remain the property of Building Manager, and User agrees to return the same to Building Manager upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Building Manager is entitled to de-activate said card key. Inoperative (but not de-activated) card keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or re-activated, as the case may be) at a cost established by the Building Manager from time-to-time. Lost locker keys shall be replaced, and the appropriate locker re-keyed, at a cost established by the Building Manager from time-to-time.

15. **Waiver.** As a condition to the use of the Facility, all Users must sign a Waiver of Liability on Landlord's current form. Use of the Facility is at User's own risk. The Landlord has implemented procedures, rules and policies intended to reduce the risk of COVID-19 transmission. While these procedures, rules and policies are designed to help protect you, Landlord cannot remove all risk or otherwise guarantee or promise that you will not sustain any injuries or damages from viruses, communicable diseases, or other health hazards associated with your use of this facility or its equipment, including exposure, transmission, infection, illness, sickness, disease or death with respect COVID-19 and the virus that causes it, SARS-CoV-2.

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Name

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Signature

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Company & Suite

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Date