



# FITNESS CENTER AGREEMENT

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CARD # \_\_\_\_\_ Key Card Deposit: \$50.00 Check # \_\_\_\_\_

This agreement is attached to and made part of the Apartment Lease and Additional Riders, Agreements and Addendums between Tenant and Lessor, Mallard Lake Apartments, L.L.C. To the extent that there is any conflict between the provisions of the printed form of the lease and the provisions of this Agreement, the provisions of the Agreement shall govern.

The Lessor hereby issues to Tenant (Leaseholder ONLY), and Tenant hereby accepts from Lessor, and agrees to use, the key card providing access to the Fitness Center at Mallard Lake Apartments, subject to the following terms and conditions, for a deposit fee of \$50.00:

1. The key card is and shall remain at all times the property of Mallard Lake Apartments, L.L.C.
2. The key card may be used only by the Tenant listed above and whose signature is located at the end of this agreement for the purpose set forth during times when the Fitness Center is locked and access is permitted only by the use of the key card system. The right to use the key card provided herein is not assignable to any other party.
3. Tenant's right to use the Fitness Center shall expire upon termination of the Lease for any reason. If not returned at an earlier date, Tenant shall return the key card to Lessor immediately upon termination of the Lease (i.e. with the return of apartment keys). If card is not returned an additional \$50 penalty fee will apply.
4. Tenant acknowledges that he/she is liable for, and shall pay on demand to Lessor, any damages and expenses incurred by Lessor as a result of any loss of/or damage to the key card or Fitness Center and any items of personal property located therein caused in any way by the Tenant or by any party using Tenant's key card and that such liability is not limited to the key card deposit or apartment security deposit. Further, Tenant agrees to defend, indemnify and hold harmless Lessor, its principles, agents, and employees from and against all liabilities and expenses including (without limitation) attorney's fees related to or arising from loss or damage as described in the foregoing sentence.
5. If the Tenant or any other party using the Tenant's key card violates rules or regulations governing use of Fitness Center or otherwise misuses or causes loss of, or damage to, any equipment or other personal property in the Fitness Center or if the key card is used by an unauthorized person, then immediately upon notice, Tenant shall return key card to Lessor and failure to do so shall be an immediate default under the Lease and forfeiture of the deposit fee.
6. Lessor reserves the right to demand return of the key card by Tenant upon Tenant's default under the Lease, whether or not Lessor takes action under the Lease on account of Tenant's default, or Tenant cures such default. Lessor may, at Lessor's sole discretion, reissue the key card to Tenant upon Tenant's cure of any default under the Lease, provided that Tenant's use of they key card shall continue to be subject to the terms and provisions of this Agreement.
7. Loss of key card or failure to return key card with apartment keys when vacating the apartment will result in the forfeiture of the key card deposit and an additional \$50 penalty fee. A new \$50 key card deposit will be required for replacement of lost key card.
8. No guests are permitted access to the Fitness Center.

MALLARD LAKE APARTMENTS  
*Live Smart at Mallard Lake!*

- 9. No children under the age of 18 are permitted access to the Fitness Center.
- 10. In consideration for the use of the key card, the sufficiency of which consideration is hereby acknowledged, the Tenant for himself/herself and on behalf of all other users of the key card hereby releases Lessor, its principals, agents, and employees, from and against and agrees not to sue with respect to any and all liability arising from damages to or loss or theft of any property or personal injury resulting from the use of the Fitness Center. The Tenant acknowledges that it is his or her intent to bear all risk of property damage, loss or theft and personal injury resulting from the use of the Fitness Center regardless the case of such injury or damage.
- 11. Tenant acknowledges that any camera, video or other visual and/or audio monitoring equipment in the Fitness Center is maintained solely for the benefit of the Lessor and is not intended for the Tenant's protection. Tenant recognizes that Lessor does not supervise use of the Fitness Center and Tenant may not rely on Lessor to monitor activity in the Fitness Center during or after Lessor's regular business hours. Tenant himself/herself and on behalf of all their respective heirs, successors, assigns, and legal representatives, expressly releases Lessor, its principals, agents and employees, from and against and agrees not to sue with respect to any and all liability arising from damages to or loss or theft of any property, or personal injury resulting form Lessor's failure to monitor Fitness Center activity, whether during or after Lessor's regular business hours.
- 12. TENANT SPECIFICALLY ASSUMES ALL RISK OF INJURY WHILE USING ANY PIECE OF EQUIPMENT OR FACILITIES AT THE MALLARD LAKE APARTMENTS FITNESS CENTER AND EXPRESSLY AND VOLUNTARILY WAIVES AND RELEASES MALLARD LAKE APARTMENTS, LLC, ITS PRINCIPALS, AGENTS, AND EMPLOYEE FROM ANY AND ALL NEGLIGENCE AND/OR OTHER CLAIMS AGAINST MALLARD LAKE APARTMENTS, LLC, ITS PRINCIPALS, AGENTS AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT BEFORE ANY EXERCISE EQUIPMENT IS USED TENANT A) HAS READ THE POSTED INSTRUCTIONS TO BECOME FAMILIAR WITH THE USE OF THE AVAILABLE EQUIPMENT, AND B) HAS CONSULTED WITH A PHYSICIAN AND DOES NOT HAVE ANY MEDICAL CONDITIONS THAT LIMIT HIS/HER ABILITY TO EXERCISE OR USE THE EQUIPMENT.
- 13. Street shoes (shoes that are worn outside) are NOT permitted in the fitness center, especially on the gym equipment. Anyone reported to be wearing street shoes in the fitness center (shoes covered with snow, salt and/or water that have not been changed) will face a \$25 fine. If a second violation is reported, the Fitness Center card will be deactivated and the resident will no longer have access to the Fitness Center.
- 14. Any violation of this Fitness Center Agreement will result in immediate cancellation of Fitness Center privileges. Tenant shall return key card to Lessor and failure to do so shall be an immediate default under the Lease and forfeiture of the deposit fee.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mallard Lake Representative

\_\_\_\_\_  
Date