

IBC Bank Plaza
Building Fitness Center Rules and Regulations

- A building access card will be assigned to you and programmed upon receipt of the signed rules and regulations form and fitness center license to allow access into the Building Fitness Center (fitness center) and the shower/changing areas. If you currently have a building access card, the card will be programmed to give you access into the fitness center and the shower/changing areas. You must utilize your card only for access; the use of another individual's card can result in termination of your access and use of the fitness center.
- The two shower/changing areas are first come, first serve. Out of respect for other users, please be mindful of your time in the shower/changing areas.
- All users should exercise good judgment when selecting proper exercise attire when using the fitness center. All users will be required to wear shirts and athletic shoes at all times (except floor exercises, yoga or aerobics).
- There is a 20-minute time limit on the cardiovascular machines when another user is waiting for this machine. All users are asked to be courteous when working out.
- Please wipe all cardiovascular and weight equipment after you finish utilizing them. Additionally, please clean up after yourself in the workout areas as well as the shower/changing areas.
- Dropping the weights is strictly prohibited as this creates noise that carries to other floors and lease spaces.
- Televisions are provided for your use at your discretion. Please avoid loud or offensive programs while other users are present. Please turn off the television when you are finished viewing it, unless others are still viewing.
- Use of the fitness center is solely for the individual use of building employees, not family, friends or company employees from other locations. You must be a tenant of IBC Bank Plaza to use the facility; NO external trainers or instructors are permitted. At no time are children allowed to use any of the equipment or to be present in the fitness center.
- The hours of operation of the fitness center are 5:00 A.M. to 7:00 P.M., Monday through Friday (excluding building holidays); 7:00 AM – 12:00 PM, Saturday; Closed on Sunday. The fitness center may remain open at other times, solely at the discretion of building management. The fitness center will be cleaned by the building's janitorial contractor starting at 6:00 P.M. Monday through Friday.
- The fitness center does not utilize an operator to run the facility. Please provide your own toiletries and towels.
- The HVAC will run during the fitness center operating hours.
- Items are not to be staged at the showers as you are working out; they may be placed there just prior to showering. It impedes the flow of people getting in & out in a timely manner. Please be considerate of others. The cubbies can be used for storage needs. IBC Bank and Endeavor Real Estate Group are not responsible for any items left behind.
- **A Release Indemnification Form must be signed by every individual who wishes to use the fitness center prior to utilizing it the first time. Access cards will not be programmed for Fitness Center use until the Indemnification Form is signed.**

FITNESS CENTER LICENSE

International Bank of Commerce, Laredo, Texas (*IBC*) is the owner of IBC Bank Plaza (the *Building*) including the Fitness Center located in the Building (the *Fitness Center*). The Building is managed by Endeavor Real Estate Group, Ltd. (the *Building Manager*). The undersigned (*Licensee*) is an employee of a tenant in the Building (*Tenant*) and is authorized by Tenant to use the Fitness Center. The Fitness Center includes unisex showers, unlocked personal effects and clothes cubbies and exercise equipment.

1. Contingent upon compliance with the terms of this License and rules as the Building Manager may issue from time to time (the *Rules*), and provided IBC or Building Manager has not suspended, revoked or terminated this License, Licensee may use the Fitness Center. IBC may suspend, modify or terminate the use of the Fitness Center at any time. This License can be suspended, modified, revoked or terminated by IBC or Building Manager in its sole discretion at any time, regardless of other agreements with other parties.

2. **THE USE OF THE FITNESS CENTER SHALL BE AT THE SOLE RISK OF LICENSEE. IBC AND BUILDING MANAGER ARE NOT LIABLE FOR, AND LICENSEE WAIVES AND RELEASES IBC AND BUILDING MANAGER, AND THEIR EMPLOYEES, FOR ANY INJURY TO LICENSEE OR DAMAGE OR LOSS OF LICENSEE'S PROPERTY (INCLUDING THEFT OR DISPOSAL BY BUILDING MANAGER) ARISING OUT OF LICENSEE'S USE OF THE FITNESS CENTER. LICENSEE'S WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO INJURIES, DAMAGES AND LOSSES BY LICENSEE ARISING OUT OF NEGLIGENCE ON THE PART OF IBC OR BUILDING MANAGER, OR ANY OF THEIR EMPLOYEES, CONTRACTORS, OTHER LICENSEES, INVITEES, TRESPASSERS OR PERSONS IN OR AROUND THE FITNESS CENTER.**

3. Licensee agrees:
 - Not to create any unsafe or hazardous conditions or events at the Fitness Center.
 - That it is Licensee's sole responsibility to consult with a physician regarding any medical condition, impairment or disability that might impact Licensee's use of the Fitness Center.
 - Immediately to alert Building Manager of any dangerous conditions.
 - Cubbies are for day use only. Licensee will remove Licensee's belongings each day after use of the Fitness Center.
 - Not to permit use of the Fitness Center by Licensee's family members or guests.
 - To keep the facility in clean and good condition.
 - To pay for any damage caused by Licensee.
 - To notify Building Manager when Licensee ceases to be employed by Tenant.
 - To notify Building Manager if Licensee's access card is lost or stolen.
 - To comply with the Rules.
4. An electronic record of entries into the Fitness Center may be kept by the Building Manager. Licensee acknowledges that this record is the sole property of Building Manager and Licensee has no right to access this record. Licensee understands that the Fitness Center is not supervised. Licensee understands that cubby contents may be removed by Building Manager if contents in a cubby are left unattended. This License plus the Rules comprise the entire agreement. Any modification of this agreement must be in writing.

Licensee (signature): _____

Name (print): _____

Date: _____