



CARILLON ACCESS AGREEMENT

Facilities Access & Release Form

VISITOR NAME: _____ **CARD NUMBER:** _____

COMPANY: _____ **SUITE:** _____

BUSINESS PHONE: _____ **HOME PHONE / CELL #:** _____

EMERGENCY CONTACT: _____

Name

Phone #

Building Access Agreement

The undersigned agrees to abide by Owner’s access system policies and procedures that may from time to time be modified and communicated to each Company at the Carillon, which include, but are not limited to the following:

1. I understand that access is granted to cardholder only. In order to uphold security in the building, I agree that I will not allow anyone else use of my access card.
2. **I agree to notify Security immediately if card is lost or stolen.**
3. Damaged, lost or stolen cards will be replaced at a cost of \$15.00.
4. *Please do not place access card next to any cards with magnetic strips (i.e. credit cards, bank cards etc.) as this will damage the card. Replacement fee will apply.

Carillon Facilities

UNCONDITIONAL WAIVER AND RELEASE

The undersigned person (herein referred to as “Visitor”), leasing space at Carillon, hereby agrees to release Hines Interests Limited Partnership (herein referred to as “Property Manager”), KBSIII Carillon, LLC (herein referred to as “Owner”) its partners, tenants, employees, and/or affiliates from any and all responsibility or liability for any injury, death, damage or loss which Visitor may suffer resulting from the participation in any activities or services performed at any facilities sponsored or owned by Property Manager and/or Owner (herein referred to as “Facilities”) located on Level SL-1 of the building commonly know as Carillon and located at 227 West Trade Street, Charlotte, North Carolina (the “Building”) regardless of whether or not the injury or loss is caused by any act, omission or negligence of any of the aforementioned parties or persons. Visitor agrees to indemnify and hold Property Manager and/or Owner harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorney’s fees), suits, claims and judgments of whatsoever kind and nature arising from, out of, or in connection with any injury to, loss to or of, or death of any person or any damage to any property resulting from or in any way relating to Visitor’s involvement with or actions at Facilities.

Property Manager and Owner do not sponsor, endorse, or affiliate with any personnel for instruction, guidance, or program development for use of or actions at Facilities.

Visitor is using Facilities at his/her sole discretion and risk and assumes any and all responsibility associated with use of Facilities, including any injuries that may result from Visitor’s actions.

By sponsoring and or owning Facilities, Property Manager and Owner do not imply or express advice, opinion or instruction as to the suitability of Facilities for any purpose or use herein engaged by the signatory parties.

The undersigned agrees to the following:

1. I am aware that the Facilities will not have an attendant on duty at all times to monitor the use of the Facilities and agree to use the Facilities at my own risk.
2. I agree to abide by the rules and regulations promulgated from the Owner from time to time for access to and use of the Facilities.
3. I understand that the privilege of use applies only to cardholder and I agree not to allow use of my access card by another, nor shall I bring any guest to the Facilities.
4. I understand and agree that that the fitness center is for the exclusive use of the Visitor and use of the fitness center by children and guests of the undersigned is not permitted at any time.
5. I hereby waive and release any and all claims against the Owner, holders of any encumbrance of the building, the constituent shareholders, partners, or other owners thereof, and all of their agents, contractors, servants, officers, directors and employees (collectively with Owner, the “Indemnities”) for any loss, injury or damage to me or my property arising in connection with my use of the Facilities and the equipment in the Facilities and any damage or loss of property I bring into the Facilities.

BY: _____

DATE: _____

Visitor - Signature Required

(For Office Use Only) Acknowledged By: _____