

**FIFTH AVENUE PLACE**  
**Shower Facility Agreement**

\_\_\_\_\_  
User Name

\_\_\_\_\_  
Name of Tenant (the "Tenant")

\_\_\_\_\_  
Telephone Number of User

\_\_\_\_\_  
Email Address of User

\_\_\_\_\_  
Commencement Date

\_\_\_\_\_  
Access Card Number

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FIFTH AVENUE LP, by its sole general partner, Fifth Avenue GP Trust, by its sole trustee, Fifth Avenue Place GP Inc., as to an undivided 50% interest, and ARI 5AP INVESTMENTS LP by its sole general partner, ARI 5AP GP Inc., as to an undivided 50% interest (severally the "Owners") agree to provide the User access to, and use, of the shower facilities (the "Shower Facilities") on the ground floor of the north tower of Fifth Avenue Place located at 237 – 4<sup>th</sup> Avenue S.W. and 420 – 2<sup>nd</sup> Street S.W., Calgary, Alberta (collectively, the "Building") subject to the following terms and conditions:

1. The Shower Facilities are reserved for the exclusive use of the employees of the tenants and subtenants of the Building; and
2. An access card, issued by the Owners or Building manager, is required to enter the Shower Facilities. Only persons specifically authorized by the Owners or Building manager may access the Shower Facilities. The use of the access card by anyone other than the User will result in the immediate termination of this Agreement; and
3. The Owners reserve the right, without notice, to revoke the User's access to the Shower Facilities and terminate this agreement if the User breaches any of the terms and conditions herein; and
4. On the Expiry Date, the Owners shall de-activate the access card and the User will no longer have access to the Shower Facilities; and
5. Any and all expenditures that the Owners may incur due to damage of the Shower Facilities caused by the User shall be borne entirely by the User; and
6. All rights and covenants herein are personal to the User and, the User may not assign or transfer this agreement nor allow any access to the Shower Facilities to any other person; and
7. The Owners may, without compensation to the User, close all or part of the Shower Facilities or Building or any portion thereof, at any time and from time to time in the Owners sole discretion for any reason, including without limitation, for cleaning, repairs, maintenance or any safety or security reasons; and
8. The Owners may terminate this Agreement at any time for any reason upon notice to the User.

TERM

The term of this agreement shall commence on the Commencement Date and shall expire on the earlier of: a) the expiration or earlier termination of the Tenant's lease in the Building, or b) the date this agreement is terminated by the Owners in accordance with the terms and conditions herein.

RULES AND REGULATIONS

The User shall strictly comply with the rules and regulations enacted from time to time by the Owners and communicated to the User, which are intended to ensure operational efficiency, cleanliness and security of the Shower Facilities. A copy of the Rules and Regulations as of the date of this agreement is attached hereto as Schedule "A".

LIMITATION OF LIABILITY

In consideration of the Owners providing the User with access to, and use of, the Shower Facilities, the User agrees the Owners, the Owners' related entities, the management company for Building and any other party with an interest in the Building and the respective affiliates, directors, officers, employees, agents, contractors, heirs, executors, administrators, legal representatives and assigns for each of the foregoing (collectively, the "Released Persons") shall not be liable for, or in any way responsible to, the User and his or her heirs, executors, administrators and assigns, and the Released Persons are hereby unconditionally released in respect of: (a) any theft, damage to or destruction or loss of any property of the User; or (b) any bodily injury (including death), personal injury, damages for personal discomfort or illness or consequential, incidental or indirect injury or damage of any kind sustained by the User; or (c) loss, injury or damages (including, consequential loss) sustained by the User due to any reason or cause whatsoever including, any loss, injury or damages caused by, arising from, or related to the Shower Facilities and Building howsoever caused including, whether or not caused in whole or in part by: (d) the negligence, acts or omissions of any or all of the Released Persons; or, (e) any act or omission of any other user, tenant or occupant of space in the Shower Facilities or the Building.

INDEMNIFICATION

The User shall indemnify and save harmless the Released Persons against any and all claims, actions, damages, losses, liabilities, costs and expenses (including, those in connection with bodily injury (including death), personal injury or damage to or loss of property) due to, or arising from, or out of, or related to, or occasioned wholly or in part by: the occupancy or use by the User of the Shower Facilities or any other part of the Building; or, any negligence, act or omission of or by the User or by any person for whom the User is legally responsible. If the Released Persons or any one of them, without fault on its part, be made a party to any litigation commenced by or against the User, then the User shall protect, indemnify and hold the Released Persons harmless in connection with such litigation. The Released Persons, or any one of them, may elect to participate in any litigation or settlement discussions relating to the foregoing, or any other matter for which the User is required to indemnify the Released Persons hereunder.

REMEDIES

If the User defaults on term or condition herein, the Owners shall be entitled to all remedies provided by law, including without limitation, recovery of damages, collection, costs, legal fees (on a solicitor client basis), and the right to termination set forth herein.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**I, acknowledge that I have read, understand and agree to the terms and conditions set out herein.**

EXECUTED in the presence of: )  
 )  
 )  
 )  
 )  
 )  
 )

\_\_\_\_\_  
Witness:  
Name:

\_\_\_\_\_  
Name:

**Schedule "A"**  
**Shower Facilities - Rules and Regulations**

The following Rules and Regulations have been adopted for the safety, benefit and convenience of all users of the Shower Facilities.

- Each User must possess and use a valid access card for the Shower Facilities.
- The Shower Facilities are open 24 hours a day, 7 days a week except during periods of maintenance (including cleaning), repair, and during any real or apprehended emergency.
- Only person(s) specifically authorized by the Owner and/or Building manager may access the shower facility.
- The use of the access card by anyone other than the registered user will result in the immediate termination of their access to the Shower Facilities.
- Guests and other invitees are not permitted.
- Aggressive or violent behaviour towards staff or any other user of the Shower Facilities will not be tolerated under any circumstances.
- Each User shall turn off water in the sinks and showers when finished.
- The use of cameras, video cameras, mobile phones, or any other type of recording equipment is strictly prohibited within the Shower Facilities.
- No food or outside drink (other than non-breakable water bottles) is permitted. Under no circumstances shall glass containers be permitted within the Shower Facilities.
- Solicitation of any kind will not be tolerated.
- Lockers are on a first-come, first-serve basis and are to be used only while the User is using the Shower Facilities.
- All Users are required to provide their own lock.
- Any locks left on lockers or items left in the lockers when the User is not using the Shower Facilities may be removed and disposed of, at the sole discretion of the Manager and without notice or compensation to the User.
- Any items left unattended may be turned into the Lost and Found in the Security Control room located on the +15 level of the Building. Any unattended items will be kept for 90 days at which time they will be disposed.
- The Building is smoke-free. Smoking and the use of electronic smoking devices is not permitted.
- Please respect the respiratory sensitivities of others by not using heavily scented perfumes, colognes or other scented aerosols.
- Place used towels in drop off bins provided in the hallway.
- Please immediately report any behavior or condition that is not in keeping with these Rules and Regulations to Security at 403- 770-2389.
- The Owner and Building manager are not be responsible for lost or stolen articles.
- All occupants use the Shower Facilities at their own risk.

Although every attempt has been made to include all rules, regulations and policies, the Owners and Building manager reserve the right to make changes as necessary. New rules and regulations will be deemed to have been communicated to the User upon being posted in the Shower Facilities.