



KEY FOB APPLICATION

MGEX BUILDING ACCESS CONTROL

To access the Grain Exchange buildings outside of normal business hours, as well as certain Tenant amenities such as the MGEX Bike Room, Tenants and their employees (as well as MGEX Members and Exchange Room Tenants) will need a key fob. MGEX will only issue key fobs to Tenants and their employees (as well as MGEX Members and Exchange Room Tenants) who complete this key fob application. Part of the application process includes having a photograph taken. The photograph will be uploaded in the software that is used to control the building access system, and will be associated with the key fob that is issued. If a key fob is lost, stolen, or damaged, please notify MGEX immediately at realestate@mgex.com or at 612-321-7170.

To Be Completed By Tenant/Employer

[Note: If you are a MGEX Member or Exchange Room Tenant, you may skip this section.]

Tenant Company Name: _____

MGEX Suite: _____

Tenant Primary Contact: _____

Email: _____

Phone: _____ Alternative phone: _____

Primary Contact Signature _____

Date: _____

To Be Completed By Employee, MGEX Member, or Exchange Room Tenant

Name: _____

Email: _____

Phone: _____ Alternative phone: _____

By signing this form, I acknowledge that I have received key fob # _____

Signature: _____ Date: _____

By accepting a key fob from MGEX, you agree to the following terms and conditions. MGEX reserves the right to make changes to its policies and procedures regarding the issuance and use of key fobs at any time. You are solely responsible for the use of your key fob, and agree to not share your key fob with anyone else or make copies thereof. **In addition, you agree to not let any other person follow you through any door that is accessible by the key fob (this is also known as "tailgating").** If you no longer require use of a key fob for any reason, you must ensure that it is returned to MGEX. There is a \$20.00 fee, payable only in cash or check, to receive a replacement key fob if you lose or misplace your key fob. MGEX reserves the right to deduct from a Tenant's Security Deposit, if applicable, the replacement cost of any unreturned key fob that is issued to an employee of such Tenant. MGEX does not provide any warranties regarding the use of key fobs and will not be liable for any damages that may result from the use, misuse, or non-use of such key fobs. *Version 2.0. Effective March 14, 2018.*

KEY FOB APPLICATION

FOR MGEX USE ONLY

Category:

	Tenant
	MGEX Employee
	MGEX Member
	MGEX Bike Room
	MGEX Mother's Room
	MGEX Fitness Center
	Other

Authorized by Tenant:

	Yes
	No

Key Fob Cancellation

	Lost
	Doesn't work
	Left Company
	Other

Cancelled by: _____

Key Fob Cancelled (date): _____



Suite 180
North Building



Terms & Conditions

Information

Name: _____ Suite #: _____
 Employer or Affiliation to Building: _____
 Telephone: _____ May MGEX text you? Yes No [May be subject to fees from your cell carrier]
 Email: _____ Address: _____

Registration

Registration Fee: \$50.00 Paid (*Internal use only*)

Locker

Reserved Locker: Yes No Semi-Annual Fee: _____ / _____ (*Internal use only*)
 Locker Number: _____
 Name on Locker: _____ (if blank text will read "Reserved")

I, _____, acknowledge that the Minneapolis Grain Exchange, Inc. ("MGEX") is granting me a revocable license to access the Grain Exchange Fitness Center located in Suite 180 of the North Building. Use of this amenity is available on a first come, first served basis only.

PLEASE CAREFULLY READ THESE GRAIN EXCHANGE FITNESS CENTER TERMS AND CONDITIONS ("Terms and Conditions"). BY ACCESSING OR USING THE GRAIN EXCHANGE FITNESS CENTER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. MGEX RESERVES THE RIGHT TO CHANGE ANY TERMS OR CONDITIONS WITHOUT NOTICE, EFFECTIVE UPON THEIR POSTING. MGEX MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE GRAIN EXCHANGE FITNESS CENTER WITHOUT NOTICE OR LIABILITY. MGEX MAY ALSO TERMINATE YOUR USE OF THE GRAIN EXCHANGE FITNESS CENTER AT ANY TIME IN ITS SOLE DISCRETION.

I ACKNOWLEDGE THAT MGEX IS PERMITTING USE OF THE GRAIN EXCHANGE FITNESS CENTER AS AN AMENITY AND IN CONSIDERATION FOR THE FEES OUTLINED BELOW TO ITS TENANTS, THE EMPLOYEES OF ITS TENANTS, AND ANY SUCH OTHER PERSON MGEX IN ITS SOLE DISCRETION SHALL DETERMINE. IN CONSIDERATION FOR SUCH USE AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MGEX, EMPLOYEES, AGENTS, MEMBERS, OFFICERS OR ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, LOST PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES THAT RESULT FROM OR ARE RELATED TO THE USE OR INABILITY TO USE THE GRAIN EXCHANGE FITNESS CENTER; OR THAT RESULT FROM MISTAKE, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECT, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE. I ALSO HEREBY RELEASE MGEX, ITS EMPLOYEES, MEMBERS, AGENTS, OFFICERS AND ASSIGNS OF ANY AND ALL RESPONSIBILITY OR LIABILITY FOR LOSS AND/OR DAMAGE TO MYSELF OR ANY OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO: THEFT; ACCIDENT, FIRE; ACTS OF GOD; WEATHER; CONSTRUCTION; ETC. DURING THE COURSE OF ACCESSING THE GRAIN EXCHANGE FITNESS CENTER. I INDEMNIFY AND HOLD HARMLESS MGEX, ITS EMPLOYEES, MEMBERS, AGENTS, OFFICERS, AND ASSIGNS AGAINST ANY AND ALL LOSS, COST OR DAMAGE INCURRED AS A RESULT OF ANY LIABILITY WHATSOEVER WITH REGARD TO MY USE OR ACCESS TO THE GRAIN EXCHANGE FITNESS CENTER.



I understand the following additional Terms and Conditions of my license to use the Grain Exchange Fitness Center: 1) I must pay an upfront and nonrefundable Registration Fee of \$50.00 payable to MGEX by cash or check prior to receiving access to the Grain Exchange Fitness Center; 2) I must sign up for and agree to the Key Fob Terms and Conditions including but not limited to providing basic employment or affiliation to the building information and having a photo taken; 3) I am solely responsible for any and all personal property I bring into the Grain Exchange Fitness Center; 4) I am healthy enough to participate in any activity I might engage in within the Grain Exchange Fitness Center; 5) I am solely responsible for contacting my physician or other medical professional to be cleared for physical activity; 6) I acknowledge that use of any and all exercise equipment in the Grain Exchange Fitness Center is at my sole risk; 6.1) I acknowledge that use of exercise equipment can result in injury up to and including death; 7) I acknowledge that there are locker rooms and shower facilities in the Grain Exchange Fitness Center and that surfaces may be slippery when wet; 7.1) I acknowledge that other people may use equipment, facilities, showers, lockers, and other surfaces and as such they may not be sanitary or may pose risk to me; 7.2) I agree to wipe down with provided cleaning wipes any equipment I may use; 7.3) I understand that food, gum, alcoholic beverages, tobacco products and glass are prohibited in the Grain Exchange Fitness Center; 7.4) I acknowledge that use of mobile devices and engaging in photography or videography is prohibited in the locker room;

8) I understand the MGEX may grant me access to a Reserved Locker and may charge me a fee for such access; 8.1) MGEX may revoke access to a Reserved Locker without notice and for any reason; 8.2) MGEX will charge me for access to a Reserved Locker in six-month (semi-annual) increments; 8.3) I am solely responsible for renewing a Reserved Locker and acknowledge that MGEX will not invoice me for such and that I must submit payment in advance to maintain my Reserved Locker; 8.4) I will not hold MGEX liable for any personal property I may keep in my Reserved Locker and I solely bear the liability of using a Reserved Locker; 8.5) I may select my Reserved Locker subject to change in MGEX's sole discretion; 8.6) If I fail to pay my semi-annual Reserved Locker Fee, MGEX may cut my lock and dispose of the entire contents of my Reserved Locker; 8.7) I am responsible for providing my own lock for my Reserved Locker; 8.8) Reserved Lockers are on a first-come first-served basis and MGEX may choose in its sole discretion to elect some lockers as Day-Use Lockers and therefore not eligible as Reserved Lockers; 8.9) MGEX may access all lockers including Reserved Lockers for any reason; 8.10) I acknowledge that there is no expectation of privacy for my Reserved Locker;

9) I will not allow under any circumstance any person to follow me into the Grain Exchange Fitness Center (otherwise known as tailgating); 10) MGEX may in its sole discretion provide Day-Use Lockers for individuals to use; 10.1) If I choose to use a Day-Use Locker I must provide my own lock; 10.2) I may only lock things in the Day-Use Lockers while I am physically present in the Grain Exchange Fitness Center; 10.3) If I leave the Grain Exchange Fitness Center or leave any items in a Day-Use Locker overnight, MGEX may cut my lock and dispose of the entire contents of the Day-Use Locker; 10.4) Day-Use Lockers are on a first-come first-served basis; 10.5) MGEX may access all lockers including Day-Use Lockers for any reason; 10.6) I acknowledge that there is no expectation of privacy for a Day-Use Locker; 11) subject to the Key Fob Terms and Conditions I will have access to the Grain Exchange Fitness Center via a key fob; 11.1) If I should lose my key fob MGEX may charge a replacement fee; 11.2) I may not share my key fob with any other person;



12) All text, photographs, images, illustrations, artwork, audio and video clips, design, software, graphic material, trademarks, service marks and trade names, and all intellectual property rights in and to such items (hereinafter "Content") constitute the sole and exclusive property of MGEX or licensors and content providers. 12.1) You are granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content for non-commercial and personal, informational use only. 12.2) The following acts are additionally prohibited without MGEX's prior written approval: copying of the Content or any portion, variations or derivatives thereof; reproduction, modification, creation of derivative works, display, performance, publication, distribution, dissemination, broadcast or circulation of any Content, in whole or in part (including without limitation, the display and distribution of the Content via a third party application or Web site); and disassembling, decompiling, reverse engineering or otherwise modifying the Content.

13) MGEX requests that you not impede or inhibit any other person from using and enjoying the Grain Exchange Fitness Center. Therefore, in using the Grain Exchange Fitness Center, you agree not to disrupt or interfere with the security of, or otherwise abuse, the Grain Exchange Fitness Center; 14) The Grain Exchange Fitness Center is provided on an "as is", "as available" basis without warranties of any kind, and all such warranties, whether oral or written, express or implied, including warranties of merchantability and fitness for a particular purpose are hereby disclaimed and expressly negated; 15) any and all posted signs in the Grain Exchange Fitness Center are hereby incorporated into these Terms and Conditions.

I also understand that MGEX has the right to revoke my license to access the Grain Exchange Fitness Center and/or to any locker at any time. I understand my license is not assignable or transferable. This is not intended to be a bailment, nor shall a bailment be created hereby. MGEX's failure to exercise any right contained herein shall not be deemed a waiver by MGEX. This is the entire agreement of the parties. Should any provision in these Terms and Conditions be found invalid or unenforceable for any reason, that provision shall be deemed severable from the terms and shall not affect validity or enforceability of the remaining provisions. These Terms and Conditions may not be altered by action, inaction or course of dealing between the parties. Disputes shall be brought in Minnesota state court in Hennepin County.

Signature

Date