

Mother's Room Terms and Conditions

Name: _____ Suite #: _____

Address: _____

Email: _____

Telephone: _____ May MGEX text you? YES NO
(May be subject to fees from your cell carrier)

I, _____, acknowledge that the Minneapolis Grain Exchange, LLC ("MGEX") is granting me revocable access to use the MGEX Mother's Room located in Suite 300 of the Main Building ("MGEX Mother's Room"). Access and use of the Mother's Room is for MGEX tenants and their employees only. Personal property may not be stored in the MGEX Mother's Room with the sole exception of expressed breast milk and equipment used to express breast milk. A refrigerator reserved for the specific storage of expressed breast milk is available. I agree that if I store milk in the refrigerator I assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. I also agree that if I store any equipment in the MGEX Mother's Room I do so at my own risk. Additional rules for use of the room and refrigerator storage may be posted in the room and are hereby incorporated into these Terms and Conditions.

I acknowledge that MGEX is permitting use of the MGEX Mother's Room as an amenity and without fee or monetary consideration to its tenant, the employees of its tenants, and any such other person MGEX in its sole discretion shall determine. In consideration for such use I hereby release MGEX, its employee, agents, officers and assigns of any and all responsibility or liability for loss and/or damage to myself and any personal property I may use in the MGEX Mother's Room and any expressed breast milk I store in the MGEX Mother's Room including but not limited to: theft, collision, fire, acts of god, weather, construction, etc. during the course of using the MGEX Mother's Room. I indemnify MGEX, its employees, 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 of the MGEX Mother's Room.

I understand the following conditions of my use of the MGEX Mother's Room: 1) expressed breast milk may carry infections or other diseases including but not limited to HIV and I assume the risk of using the MGEX Mother's Room; 2) I will utilize disinfectant wipes or other products that may be provided in the MGEX Mother's Room BOTH before I use the space to express breast milk and after; in particular, I will disinfect the table and chair hand rests as well as any other surface that may have been or actually was exposed to expressed breast milk; 3) in the event there is a spill or other incident where expressed breast milk comes into contact with cushions, carpet, or other surfaces not readily disinfected with wipes, I will immediately notify MGEX of such; 4) in the event I notice that the MGEX Mother's Room is low or out of disinfectant wipes I will notify MGEX immediately; 5) I may decide to use the refrigerator in the MGEX Mother's Room to store expressed breast milk; however, I acknowledge that MGEX reserves the right to remove and dispose of any expressed breast milk (including its container) that is leaking, dirty, unsanitary, is left in the fridge overnight or is otherwise posing a potential risk to MGEX or other users of the MGEX Mother's Room; 6) I understand that MGEX is not responsible if the MGEX Mother's Room is at full capacity at any given time and that

use of the MGEX Mother's Room in on a first come, first served basis; 7) Access to the Mother's Room will be via key fob and MGEX reserves the right to wipe or remove access to the MGEX Mother's Room from the key fob system, MGEX will make reasonable efforts to notify users of this and re-establish access for those who still desire access; 8) there are two separated areas in the MGEX Mother's Room separated by curtains, I agree to exercise caution when opening curtains to protect the privacy of other users; 9) I agree that I will use only one of the two areas at a time; 10) MGEX does not warrant and expressly disclaims any guarantees of privacy; 11) I agree to only use the MGEX Mother's Room for breast pumping, storage of expressed breast milk, and related activities; 12) I agree I will only use the MGEX Mother's Room for up to 30 minutes a session (with the understanding that many users will require more than one session per day) or for the length of time that is reasonable to carry out the activities related to expressing breast milk.

I also understand that MGEX has the right to revoke my access to the MGEX Mother's Room (or elsewhere on the MGEX premises) at any time. I understand my access is not assignable or transferable. 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. Disputes shall be brought in Minnesota state court in Hennepin County.

Signature: _____ **Date:** _____