

# Highland Pointe

333-377 E. Butterfield Road  
Lombard, IL. 60148



## TENANT HANDBOOK

**MILLBROOK**  
PROPERTIES

**8.2023**

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## **SECTION I**

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## MANAGEMENT STAFF

A professional management team from Millbrook Properties LLC manages Highland Pointe. It is our objective to provide you with the highest quality service available to ensure your comfort and continued tenancy.

The Management Office is open from 8:30 a.m. to 5:00 p.m. Monday through Friday and closed on weekends and holidays. To contact the Management Office, please call (630) 598-5255.

To submit a Work Request, please use the Yardi-Commercial Cafe, which will dispatch an engineer quickly to respond to your request.

During non-business hours, you may leave a message with the answering service. In the event of an emergency, the answering service will contact the proper building personnel, who will respond to your inquiry as quickly as possible.

### **Management Office Staff:**

#### **Marka Donovan, Property Manager**

[mdonovan@millbrookrec.com](mailto:mdonovan@millbrookrec.com)

Responsible for management and operations.

#### **Stacey Hernandez, Property Administrator**

[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)

Coordinates Management Office and administrative functions. Handles tenant work requests and dispatches appropriate personnel to respond to requests. Maintains and monitors all tenant-related critical information, including emergency contact information, moving information, and certificates of insurance information.

#### **Matt Roe, Chief Engineer**

Responsible for all building functions and mechanical systems and engineering staff.

**IMPORTANT NUMBERS:****Management Office**

Millbrook Properties, LLC  
 333 E. Butterfield Road, Suite 510  
 Office: (630) 598-5255

**BUSINESS HOURS & HOLIDAYS:****Office Hours**

Monday – Friday  
 8:30 a.m. – 5:00 p.m.

**Management Office Holidays**

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Thanksgiving Holiday (Day after Thanksgiving)  
 Christmas Eve  
 Christmas Day  
 New Year's Eve

Should you require any routine cleaning, heating, ventilation, air conditioning or other special services on any of the above holidays, please submit a work order 48 hours in advance. Given that the building staff and contractors also observe some of these holidays, you may be charged for these building services. We will be glad to provide you with an estimate for any of the above services.

**BUILDING HOURS:****Current Building Operating Hours**

8:00 a.m. – 6:00 p.m. Monday – Friday  
 8:00 a.m. – 1:00 p.m. Saturdays  
 Closed Sundays & Holidays

**FITNESS CENTER HOURS:**

F.C. 6:00 a.m. – 6:00 p.m. Mon – Fri

**DELI TIME HOURS:**

Deli 7:00 a.m. – 2:00 p.m. Mon – Thu

**\* NOTE:** Doors remain locked during off hours and weekends. Access to the building during these times is through the access control system. Keycard required.

## **SECTION II**

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## DELIVERIES

- Highland Pointe is a union building. All vendors delivering into the building are to be a union contractor.
- All deliveries are to be scheduled in advance with the Management Office. *Advance notice (48 hours) is required for any major delivery so that sufficient time is allowed to reserve the freight elevator.*
- All Vendors delivering and conducting work must have a current Certificate of Insurance (COI) on file with the Management Office. (See “Exhibit A”). Please contract with union labor.
- Should any tenant be arranging for deliveries to the building, please provide COI requirements in advance of the delivery.
- All deliveries must be made through the loading dock area of the building.
- Tenants must accept and sign for all deliveries and arrange for the immediate transport of those items to their suites.
- Regular Deliveries using the elevator should be made between 7:00 a.m. and 6:00 p.m. Monday through Friday.
- LARGE DELIVERIES must be made on Monday through Friday between the hours of 6:00 a.m. – 7:30 a.m., 9:30 a.m. – 11:30 a.m. & 1:30 p.m. – 4:30 p.m.

Deliveries requiring extended use of either the dock or freight elevator need to be scheduled with the Management Office for after hours or weekends. Building personnel must be present during such time and will be charged to the tenant. Forty-eight (48) hour notice is needed on all extended deliveries.

In addition, the trucking company must be informed that hand trucks should be rubber wheeled and clean when transporting materials within the building AND that Masonite must be placed from the building entrance to the freight elevator and from the freight elevator to the Suite entrance to protect the lobby and corridor flooring.

## **MAIL SERVICE & OTHER DELIVERIES**

### **Incoming Mail**

All incoming mail should be addressed as follows:

**Employee Name  
Company Name  
Street Address, Suite Number  
City, State and Zip**

Please notify clients and business associates of your mailing address.

The U. S. Postal Service delivers incoming mail Monday through Saturday to Tenant Mailboxes. The mailboxes for the 333 building are located on the first floor in the vending area and the mailboxes for the 377 building are located on L1 past the elevator bank, to the right.

### **U.S. Mailbox Locations**

Outgoing mail may be deposited in the mailboxes located in the mailbox areas of each building.

### **Pick-Up/Delivery Hours**

Mail delivery, distribution and pick-up hours are determined by the U.S. Postal Service. Current pickup/delivery times for the collection box are approximate and as follows:

**Monday – Saturday,  
between the hours of 10:30 am – 12:00 pm**

Please note, no collections are made on Sunday and Holidays.

### **Express Mail Service**

In addition, Federal Express and UPS deliver directly to tenant suites. You may contact the vendors to schedule a pick-up or leave your packages downstairs at the drop box on L1 of building 377 or on the 1<sup>st</sup> floor of the 333 building in the mail/vending area.

<b><u>Drop Box</u></b>	<b><u>Phone Number</u></b>	<b><u>Drop Box Times</u></b>
Federal Express	(800) 463-3339	7:00 p.m.
UPS	(800) 742-5877	7:00 p.m.



## BILLING PROCEDURES

### **Billing Address**

The billing address should be established prior to move in and is listed among the “Tenant Responsibilities Prior to Move-In.” The Management Office has the capability to send copies of billings to another address, if desired. Please notify the Management Office if you desire your monthly statement sent to another address.

### **Payments**

Rent and tenant charges are due and payable on the first day of each month. Tenant charge statements are sent to each tenant between the 25th and 30th of each month proceeding the due date. All checks should be made payable and remitted to:

**HIGHLAND POINTE LLC  
C/O HAMILTON PARTNERS  
300 PARK BLVD, #201  
ITASCA, IL 60143**

The return address will appear on the remittance portion of the rent statement. **It is important that this remittance portion accompany your check.** This will ensure the proper crediting to your account.

### **Other important points of reference to ensure the proper processing of your check:**

- Notify the Management Office in writing of any billing address changes.
- Should you wish to wire your monthly payments, contact the Management Office for information.

If you have any questions, please do not hesitate to call the *Management Office* at (630) 598-5255.

## BUILDING ACCESS

### **Building Entry – Public Access**

Normal business hours at **Highland Pointe** are from 8:00 A.M. to 6:00 P.M. Monday through Friday. During this time, the lobby is monitored via onsite personnel.

All visitors and deliveries are required to sign in at the security desk on the lobby level.

When the building locks down at 6:00 P.M., security is on site in the building until 10:00 P.M. Additionally, there are roving patrols monitoring the buildings after hours and on weekends.

### **Security Access Keycard Request**

Before moving in, Security Access Keycards for entry into the building and after-hours access can be issued for each employee. *Tenants must designate at least one employee as an authorized administrator for access control.* This administrator will receive instructions for the purpose of securing keycards for the employee.

**Contact Information:** **Stacey Hernandez, Property Administrator**  
[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)

### **Access Control System**

After business hours, access is at the main doors in the lobby, L1 & L2 levels, by authorized personnel with access keycards. When the access keycard is used to enter the building, the number of the person using the card and the time that person is entering is recorded. **Please inform your employees not to lend their card to anyone.** If a card should be lost, report the loss immediately.

Employee access cards should be returned to the employer upon employee's termination. Cards can be re-issued to new employees upon notification to the management office.

**See Section I for Access Card form.**

### **Vendor/Contractor Access**

There may be special instances when vendors or contractors need to perform work in your suite during non-business hours. In such instances, please provide written notification to the Management Office, which states the name(s) of the individual(s), the company, the date they will be coming, the approximate time, and a Certificate of Insurance. A brief description of the work to be done should also be included.

- All contractors must be approved by the Management Office.
- Highland Pointe is a union building; therefore, please contract with union labor.
- After-hours work may require an on-site engineer, which expense is the responsibility of the tenant.

### **Tenant Precautions**

In public buildings such as Highland Pointe, ultimate responsibility for security is with each tenant. Please ensure, upon leaving the complex, that all entrances and exits to your suite are locked, even if you have just stepped out for a quick moment. During the day, offices, desks, and entrance areas should never be left unattended. Do not leave personal valuables unguarded in reception areas, on desktops or in unlocked drawers. Valuables, such as purses and briefcases should be locked up or taken with an employee when he/she leaves his/her workstation.

Solicitation is not permitted within Highland Pointe. Turn away all solicitors and report solicitors to the Building Management Office. If you notice a suspicious person or loiterer within the building, please call the Management Office at once and provide as much detailed information as possible regarding the person. Highland Pointe personnel will escort the individual off the premises. We also suggest that you require identification from repairmen who come to work in your office suite.

Complete a card-key audit to ensure all terminated non-employees are no longer in the security access system.

### **Theft and Insurance**

Any suspected theft, no matter how small, should be reported to the Management Office immediately. The Lombard Police should also be notified immediately by calling **911** and filing a report. Police need to be kept informed of any thefts in the building to establish a pattern to the thefts and to effectively complete the investigation. The insurance policy for Highland Pointe does not cover the personal belongings of tenants. Personal property insurance is the responsibility of each tenant.

### **Incident Report**

To provide an accurate record of every incident, Highland Pointe security staff is required to write an incident report for any accident, theft, or incident occurring on the property. We would appreciate your cooperation in answering any questions the building staff may have.

### **Special Keying**

All keys at Highland Pointe are keyed to a building Master Key system. This key system is necessary so that the building staff has access to all areas in the event of an emergency. For this reason, **we require that no locks be changed, or additional locks/bolts be added to any door**

within your suite. If additional lock work for your suite is necessary, submit a Work Order and the Engineering staff will attend to your request.

**Emergency Telephone Number**

In case of any emergency, such as theft, fire, or other incidents after normal business hours, we will notify a designated emergency contact from your company. This procedure allows us to alert you as soon as possible in case of any unforeseen circumstances. Please provide this information to the Management Office.

## BUILDING SECURITY

### Security Hours

**Monday – Friday**  
**6:00am – 10:00pm**

A security attendant is onsite Monday – Friday, 6:00 p.m. to 10:00 p.m. during normal business hours. All security assistance calls or questions should be directed to the Management Office at (630) 598-5255.

### ***GENERAL SAFETY GUIDELINES***

For your safety, your cooperation is asked in observing the following building safety guidelines:

1. Notify the Management Office of loiterers or suspicious persons in corridors, restrooms or in parking areas.
2. Turn away solicitors and report solicitors to the Management Office.
3. Always lock your suite when there is no one in the office - even if you have just stepped out for a quick moment.
4. Employees should remember to always take their suite keys and building access card with them when leaving the premises or suite. Building staff and security will not grant access to your suite without authorization from the tenant, regardless of who the individual is.
5. Keep corridor doors closed at all times.
6. Do not leave personal valuables unguarded in reception areas, on desktops or in unlocked drawers.
7. Notify the police and the Management Office of any crimes.
8. Collect keys and building access cards from employees who have resigned or have been terminated from your firm and notify the Management Office.
9. Copy and distribute these general guidelines to your entire office staff.

## **BUILDING MAINTENANCE**

The Building Engineering Staff is on site Monday through Friday from 6:00 a.m. to 5:00 p.m. They are here to maintain building operations and to provide standard building maintenance. A designated office contact should be the person to submit all Work Order maintenance requests.

### **Urgent Requests**

Please have your Contact person notify the Management Office of any URGENT maintenance or repair requests, or requests requiring immediate attention (i.e. unusual odors, temperature control, etc.) We will have a building engineer assist you as soon as possible.

To contact the Management Office please call (630) 598-5255. During non-business hours, or in the event of an emergency, please dial (630) 598-5255 and you will be directed to the answering service. The answering service will contact the proper building personnel and we will respond to your inquiry as quickly as possible.

### **General Maintenance Requests**

For general maintenance requests, please submit a Work Order through the Angus Work Order System. Your request will be dispatched, and an engineer will respond quickly.

### **Tools & Equipment Policy**

Please note that Building tools, ladders, vacuums, and equipment are strictly prohibited from being loaned or rented to Tenants, Vendors or Contractors. Please do not ask the Staff to borrow tools, ladders, vacuums, or equipment.

## **TENANT SERVICE REQUESTS**

### **Procedures**

To facilitate a quick response, tenants should be familiar with the following procedures for requesting building services.

- Submit a Work Order using Yardi, for which you will be set up following receipt of your contact information.

Response time to Work Order Request will vary, but the request can usually be categorized in the following manner:

- Emergency- Please call the Management Office at 630-598-5255. This includes water leak, chemical spill etc. - immediate response.
- Via Work Order - Comfort call (suite temperature) - next available engineer
- Via Work Order - Cleaning request - will be taken care of that evening by the cleaning crew.
- Via Work Order - Special service (hang pictures, handle deliveries, clean up broken glass, etc.) - variable time, depending upon availability of day porter or building engineer.

If the request is for a special service, a tenant work order approval will be filled out explaining the nature of the work involved. The tenant will be required to sign the work order.

### **Light Bulb Requests**

Each Tenant has a specific Light Bulb Day. On this day, an engineer will change out all light bulbs that have burnt out. The Tenant will be billed for materials (including the negotiated mark-up) and only 50% of the normal labor rate charge. If a light bulb change-out is requested on a day other than the scheduled Light Bulb Day, the Tenant will be billed at the full labor rate.

### **Yardi – Commercial Café Work Order Program**

Once the tenant contact information form is complete, management will enter your information into Yardi - Commercial Café.

Commercial Café will then send you an email with your username and password. There will be a link to the website where you can enter work orders.

Additional instructions can be found in the system or feel free to contact the management office with any questions.



## JANITORIAL SERVICE

Janitorial service is provided Monday – Friday evenings after normal business hours. Routine office cleaning includes vacuuming, dusting, and emptying wastebaskets. Service to your suite will commence on the first regular service day after your move-in unless you have requested otherwise.

As a reminder, please do not place any objects near or against trash receptacles if the material is not to be thrown away. For your convenience, trash stickers are available in the Management Office to designate boxes or other items for disposal.

Please note that the Janitorial Crew will **NOT** clean the following:

- Dust any computer equipment, including terminals, hard drives, or keyboards.
- Clean server or data rooms
- Vacuum or dust near computer cables or wires.
- Dust personal items on the desk or in the office (picture frames, paperweights, statues, etc.)

This is for your protection to avoid disrupting any sensitive computer equipment or damaging any personal belongings.

Should your office desire additional specialty services beyond the standard services included these cleaning services can be requested on a chargeable basis.

## NIGHT CLEANING

### **Standard Services**

We provide extensive daily cleaning as part of our standard building services. To provide you with thorough and comprehensive cleaning, we have developed schedules for different services on daily, weekly, and monthly rotations.

### **Special Services**

Your offices represent a significant investment of corporate dollars. Even with the extensive cleaning program that we offer you, there are many items that must be considered to protect that investment. Please submit a Work Order to request estimates for any of the below additional services:

- **Carpets**

Carpeting is the most expensive and most used finish. Instituting an ongoing maintenance program to keep carpet free from grit will maintain the carpet in peak condition for many years.

- **Floors**

Any floor requires a combination of proper maintenance in addition to sealing, waxing, and buffing, using specialized equipment. Wooden and tile floors often require extra care to preserve the natural appeal and prolong the life span.

- **Upholstery**

Upholstery should be vacuumed and cleaned on a regular basis with spot-cleaning done as necessary. Dirt in furniture retains odors and mutes the colors of the fabric.

- **Walls**

Walls washed once a year and painted every three years will help to keep marks on the walls to a minimum and add a fresh, clean look.

- **Kitchen**

Setting up a program to clean kitchen areas in the space on a daily or weekly basis can free up the time of any employee by allowing everyone to concentrate on business rather than housekeeping.

## **DAYPORTER**

A Day porter is on duty Monday through Friday from 7:30 a.m. – 3:30 p.m. to keep the lobbies, corridors, restrooms and building perimeter clean during working hours.

If you observe a janitorial problem anywhere in the building, please submit a Work Order unless the request is an Emergency, then please contact the Management Office at 630-598-5255.

## HEATING, VENTILATION, & AIR CONDITIONING

### **General Services**

Heating and base building air conditioning, in season, are provided Monday through Saturday, per the terms of your lease. The temperature of the building is maintained at a comfortable level and is centrally controlled. Should the temperature level change abruptly or exceed a reasonable level in your suite or in a particular office, please submit a Work Order and your request will be resolved.

### **After Hours Heating, Ventilation and Air Conditioning**

Heating and base building air conditioning are not regularly provided on weekends (except as indicated above), holidays or after normal business hours. If you need HVAC service at these times, please submit a Work Order at least **48 hours** in advance to schedule this service and receive a quote for any charges.

### **HVAC System Overview**

Each floor of **Highland Pointe** is cooled by its own package unit. Each floor's package unit is connected to Titus Magnaflow variable-air-volume (VAV) boxes in the building interior zones and fan powered variable-air-volume (FPVAV) boxes in the exterior zones. The VAV boxes have no heat, while the FPVAV boxes each have an electric heat coil. Floors one and two in each building have additional baseboard heat around the perimeter wall. There are various sizes of electric hanging unit heaters in service areas.

### **Additional Cooling Requirements**

Computer equipment, personnel, and conference rooms can require specialized cooling or ventilation. We can arrange the design and installation of additional equipment to meet any of your business needs.

### **Maintenance of Tenant Specific Cooling System**

Above standard equipment, like a computer room, requires special maintenance to insure its continued problem-free functioning. We can provide you with information about outside contractors.

## **PARKING**

### **Visitor Parking**

Designated parking for visitors is clearly marked on the “UPPER DECK.” Please remind your staff not to use these spaces for daily parking.

### **Handicap Spaces**

Parking spaces reserved for handicapped individuals are clearly marked and located on the “UPPER DECK.” As a reminder, do not park in these spaces unless you have a valid handicapped license.

### **Controlled Parking**

Parking may be available in the controlled parking area on L1 and L2 for \$50/month (subject to change) per space. Access is based on availability, completion of a Monthly Parking Agreement and 1<sup>st</sup> month's payment. Access is added to that person's building access card. The controlled parking area space is limited, on a first-come, first-serve basis, and the agreement may be terminated at any time.

### **Parking Guidelines & Reminders**

To ensure the safety and proper use of our parking, please adhere to the following guidelines:

1. Contact Management if you observe hazards in the parking areas.
2. Remember to always lock your vehicle and remove all valuables. Millbrook Properties, LLC and HIGHLAND POINTE, LLC are not responsible for any damage or theft to your vehicle. Please contact the police immediately to file a report in the event of any incident.
3. Please observe all directional, speed limit and stop signs throughout. The Visitor Deck is a one-way deck. If exiting the 399 East Garage onto the visitor deck, please proceed across the entire deck to exit properly.
4. Do not park illegally or in fire lanes. Cars parked in these areas are subject to citation and/or towing.
5. Overnight parking is not normally permitted. Please notify the Management Office if it is necessary to park your car overnight.
6. Trailers and towed vehicles are not permitted in the parking areas.
7. Handicapped spaces are reserved for disabled persons only. Cars illegally parked in these areas are subject to citation and/or towing.
8. All vehicles must be parked in designated spaces and may occupy only one space.

## VENDOR REGULATIONS

### Vendor/Contractor Access

There may be special instances when vendors or contractors need to perform work in your suite during non-business hours. In such instances, please provide written notification to the Management Office, stating the work to be done, the company, the date of arrival, and the approximate time. A **Certificate of Insurance (COI)** naming all property additional insureds is required in advance of the date.

*Depending on the nature of the work being performed, building personnel may be required to be onsite. Charges for personnel will be charged back to the Tenant.*

PLEASE NOTE: This is a union building. Please contract with union labor and contractors must be approved by the Management Office.

When arranging for services provided by an outside vendor for work in individual office suites, tenants and their vendors are asked to please comply with the following guidelines:

- **Inform the Management Office (630) 598-5255.**
- A vendor shall be permitted access to the building only pursuant to the request of the tenant, only for the purpose of direct deliveries to the specified suite, and only after confirmation of COI on hand.
- Vendors must provide a Certificate of Insurance (**Exhibit “A”**) covering General Liability, Worker's Compensation and Auto Liability. Requirements are attached.
- Vendors may not solicit work from other tenants in the building.

If you have any questions regarding the above requirements, please feel free to call the Management Office.

**EXHIBIT "A"****INSURANCE REQUIREMENTS FOR ALL VENDOR SERVICES****INSURANCE REQUIREMENTS**

At his sole expense, the Vendor shall carry and maintain throughout the term of the contract, the insurance described below, which policies shall be primary to any coverage carried by the Owner. Except for Workers' Compensations, the policies shall name:

Hamilton Partners, Inc;	Millbrook Properties, LLC;
Highland Pointe LLC (Bldg Owner);	Arboretum Lakes Employment LLC;
HPMB Highland LLC (Manager);	The Benida Group, LLC

and their affiliated Companies and Trust are included as additional insureds with respect to the General Liability and work performed by the named insured as required by written contract. Policies must be with carriers licensed to do business where the contract work is done. The form of the insurance shall at all times be subject to Millbrook Properties, LLC, et. al., reasonable approval and the carrier or carriers must be good and responsible insurance companies. The all risk and liability policies must each contain a provision by which the Insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Millbrook Properties, LLC, et. al.

Before start of work, Vendor shall submit to Millbrook Properties, LLC, et. al., a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of this contract, it is to be automatically renewed and a new Certificate of Insurance shall be sent immediately to Millbrook Properties, LLC, et. al.

These policies shall contain provisions or endorsements waiving the right of subrogation of their insurance companies against Millbrook Properties, LLC, et. al, and their agents and employees.

<u>Workers' Compensation</u>	- Statutory Limits
<u>Employer's Liability</u>	- \$500,000 each accident
	- \$500,000 policy limit – disease
	- \$500,000 disease – each employee

**General Liability**

This shall include all major divisions of coverage and be on a Commercial Occurrence Form. It shall include premises operations, products and completed operations, contractual, personal injury, advertising injury and Owner's & Vendor's protective and broad form property damage.

<u>Limits Primary</u>	- \$1,000,000 each occurrence – BI and PD
	- \$2,000,000 general aggregate per location
	- \$1,000,000 agg. Product – comp. oper.
	- \$1,000,000 personal injury and adv. Injury
	- \$5,000 medical expense
<u>Limits Excess</u>	- \$5,000,000

Excess liability policies must follow form with primary liability policies.

**Automobile Liability and Property Damage**

This shall be on an occurrence basis with a combined single limit of \$1,000,000. It shall include all automobiles owned, leased, hired or non-owned.

### Equipment Insurance

This shall be a Vendor's equipment floater, or similar form, and shall be an all-risk basis, valued form providing replacement cost coverage for all equipment, tools, supplies, machinery and all other such personal property at any time brought in, or about, the Building. Coverage shall protect against theft. The insurance shall contain a provision or endorsement waiving the Insurer's right of subrogation against the Owner and Agent and their agents and employees.

### Fidelity Bond

If performance of the contract requires Vendor's employees to work in occupied tenant space, Vendor must carry a third-party liability bond, or a fidelity bond extended to third parties. Limits must be at least \$100,000.

Mail Certificates to: Highland Pointe, LLC Attn: Millbrook Properties, LLC 333 E. Butterfield Rd, Suite 510 Lombard, IL 60148	Email Certificates to: <a href="mailto:shernandez@millbrookrec.com">shernandez@millbrookrec.com</a>
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## RECYCLING

### **Recycling**

Tenants are encouraged to place recyclable paper and items in separate bins that are collected during night-time cleaning and placed in separate trash bins.

Additionally, the building will collect electronic items including old monitors, computers, keyboards, telephones, cell phones, etc. that are then coordinated for pick up by Ecotronix. Please submit a Work Order when you have any of these items for pick up.

## SMOKING

In compliance with State Law, smoking is prohibited inside the building. The use of electronic cigarettes and similar devices are subject to the same terms and restrictions as typical cigarettes.

As a courtesy to non-smokers and all guests to our buildings, we ask that you please adhere to the following guidelines:

- Please use designated smoking areas: Outside on the L2 Level located at the SOUTH entrance, 25 feet from the doorways.
- Smoking is not permitted in or through the L1 & L2 garages except at the designated location.
- Smoking is not permitted directly outside the L1 & L2 garages where the smoke blows into the garages and into the entrances.
- Please use the smoking urns provided for disposal of ashes and cigarette butts at the designated smoking area.
- Please respect the property and do not discard or litter cigarette waste on walkways, garages, planters or building landscaping.

## **SOLICITORS**

**Highland Pointe** has adopted a "No Solicitors" policy. The "No Solicitors" policy extends to tenants leasing in the building to refrain from soliciting other tenants in the building.

Please notify the Management Office at (630) 598-5255 of any solicitors on the premises.

## MISCELLANEOUS

### **Floor Covering**

All floor covering should be approved through the Management Office.

### **Floor Load**

Code requirements restrict placing loads upon floor which exceed the load per square foot for which the floor was designed. Highland Pointe has a floor load of **70 pounds** per square foot. Should you find it necessary to utilize equipment which exceeds this rating, you must receive prior written approval from the Management Office.

### **Electrical Requirements**

The City of Lombard's electric code is very strict concerning electrical wiring. Prior to any alterations of the electrical wiring, please submit specifications to the Management Office for review. Also, please note that all contractors doing work in the building must be approved by the Management Office prior to starting work.

### **Window Covering**

**Highland Pointe** is equipped with narrow slat horizontal blinds in all suites as building standard, to maintain a consistent, professional image both inside and outside. Window treatments other than building standard blinds must be approved by the Management Office prior to installation.

### **Alterations**

Prior to commencing any type of alterations or work within a tenant suite, Landlord prior approval is required. This would include painting, carpeting, electrical, plumbing, low voltage, phone systems, computer systems, furniture, etc. Vendors are subject to vendor insurance requirements. Plans for alterations are to be submitted to management for review and approval, subject to lease terms.

## **REMODELING/REDECORATING**

Remodeling/redecorating work can be either minor or major and includes but not limited to the following:

- Installing electrical or phone outlets
- Installing or relocating light fixtures
- Relocating doors
- Repairing carpets
- Installing new carpet
- Adding or removing walls
- Painting or wall covering

Should you require assistance, Management has the capability to organize the work through every phase of construction with minimum involvement on your part. During the beginning phases we meet with you and find out exactly what your requirements are. Depending on how extensive the work is, we would either have drawings prepared or we would make a written specification (scope) of the work.

When this process is completed, bids are obtained from several outside contractors. The best bid is chosen, and a formal proposal is prepared for completing the project.

Upon approval of the proposal, contractors are brought on site and the work is coordinated through its completion. All contractors must be approved by the Management Office.

### ***OTHER SPECIAL SERVICES***

The Management Office can quickly arrange a number of other special services. Our arrangements include, but not limited to:

- Moving furniture
- Hanging pictures
- Changing light bulbs

Please submit a Work Order and your special requests will be responded to as quickly as possible.

## **SECTION III**

### **MOVING PROCEDURES**

**Welcome – Page 30**

**Move-In Procedures – Page 31**

**List of Required Forms – Page 33**

**Move-In Day Information – Page 35**

**Suite Sign Order Form – Page 34**

**Contact Information – Page 35**

**Move-In Checklist – Page 36**

**Pertinent Information for your Move-In - Page 37**

**Moving Company Guidelines – Page 38**

## WELCOME

Welcome to **Highland Pointe**, 333-377 E. Butterfield Road, Lombard, Illinois 60148! The building staff is here to assist you as you transition your business to Highland Pointe. To ensure there are minimal inconveniences to you during your move, management is requesting information in advance of your move in date. This information will minimize disruptions in getting your business up and running once you are here.

The following forms should be completed and returned to the Management Office two weeks prior to your scheduled move. Send an original, completed copy to the Management Office and retain one copy for your records.

## MOVING PROCEDURES

To act in the best interests of our tenants and to protect the property, tenants must adhere to the following policies regarding movement of office furniture and equipment into and out of Highland Pointe. Before engaging in a move or Delivery Company, please contact our office no later than two weeks prior to any move at **(630) 598-5255** and discuss your arrangements with us. It is required that the moving company be a union contractor.

### 1. Procedures

- a. It is necessary that you notify our office in writing and receive approval **at least 48 hours** in advance of your intended move.
- b. Masonite **must be** placed on the floors and in the hallways to protect the marble and carpet from damage.
- c. Routine deliveries during normal working hours (i.e., 8:00am. - 5:00pm) require use of the elevator on a first come - first serve basis. The elevator cannot be reserved or used exclusively during this time.
- d. Larger moves **must be** scheduled on weekends; before 8:00am or after 5:00pm. on weekdays. There may be a charge for additional services of a Security Guard if the move extends beyond the security guard's shift.
- e. Any attempted moves without prior office approval are prohibited.
- f. Moves must not continue into peak elevator use time.
- g. Two moves cannot occur simultaneously.
- h. There is to be no moving through the main lobbies of the buildings.
- i. All moves must go through the loading dock area and to the freight elevator.

### 2. Clean Up

Moving or Delivery Companies and the Tenant are responsible for leaving the building and premises clean by removing all cartons, padding, packing material, and other trash generated in the move. No such materials shall be left in or around building dumpsters. If you desire help in the clean-up, personnel can be provided on a time and material cost/plus basis. This service must be pre-arranged through the Management Office. If a tenant wishes to have waste material placed in the building dumpster, arrangements can be made through the management office and will be billed back to the Tenant.

### 3. Property Damage

All damage to the building, elevator areas and grounds which the tenant, moving company, or its employees or agents cause will be the responsibility of the Tenant. Required repairs will be accomplished by the Landlord with attendant expenses billed to the responsible tenant. The following pages contain specific information of which your mover should be aware. A copy of this information should be given to those moving companies bidding on your move.



## FORMS REQUIRED PRIOR TO MOVE-IN

### **Move-In Day Information**

This form requests information regarding your move-in day. If there are any changes, please notify our office as soon as possible. We want to ensure that there will be no scheduling conflicts and that all the proper information has been received.

### **Certificate of Insurance**

Per the terms of your lease, a certificate of insurance is to be on file in the management office with your lease. See the section of your lease entitled “Insurance” for specific requirements.

### **Suite Sign Order Form**

Your tenancy is identified outside your suite. Please fill out the enclosed forms with the name of your company as you wish it to be displayed outside your suite door, as well as in the lobby. A final proof reflecting the actual format will be provided for confirmation prior to production. Suite signs may take several weeks to manufacture.

### **Authorized Individuals & After-Hours Emergency Contact List**

This list notifies management and/or security of which employees have the authority to make the necessary decisions for the Tenant’s Company. Management is asking for day-to-day contacts, emergency contacts, managers, and safety coordinators. Each person’s authorization level is defined on the form.

## MOVE-IN DAY INFORMATION

Tenant Name:	
Tenant Move-In Coordinator:	
Current Address:	
Current Phone #:	Current Mobile #:
E-Mail Address:	
Moving Dates: Start Date:	Completion Date:
Moving Times:	
Moving Company:	
Moving Company Telephone:	
Moving Company Supervisor Contact:	
Moving Company Contacted for Certificate of Insurance?    Yes _____    No _____	
Special Move-in Cleaning Requirements:	
Additional Security Requirements:	
Emergency Tenant Names & Phone Numbers During Move	
Name:	Mobile Phone #:
Name:	Mobile Phone #:
Name:	Mobile Phone #:
Suite Keys for Entry (# Required):	Suite Keys for Private Offices (# Required):
Suite Keys for Storage Rooms (# Required):	Access Cards (# Required):

***Please return this form to Stacey Hernandez at  
[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)  
Management Office Phone 630-598-5255***

## SUITE SIGN ORDER FORM

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

Date: \_\_\_\_\_

Phone # \_\_\_\_\_

Building Address: (333 or 377) \_\_\_\_\_

Suite #: \_\_\_\_\_

There are two (2) lines allowed per sign. Please provide below the proper spelling for the company name.

---

---

Form Completed By: \_\_\_\_\_

Name/Title \_\_\_\_\_

Please return the completed form as soon as possible, as there may be a couple of weeks turn around.

***Please return this form to Stacey Hernandez at  
[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)  
Management Office Phone 630-598-5255***

## HIGHLAND POINTE, LLC TENANT CONTACT SHEET

COMPANY NAME: \_\_\_\_\_

BUILDING ADDRESS: \_\_\_\_\_ SUITE #: \_\_\_\_\_

MAIN TELEPHONE NUMBER: \_\_\_\_\_ FAX #: \_\_\_\_\_

TAX ID #: \_\_\_\_\_ # of Employees: \_\_\_\_\_ # In Office \_\_\_\_\_ # Remote \_\_\_\_\_

**DAY TO DAY CONTACT PERSON:** (recipient & distributor of Management Office communications. Contact for work orders and access card requests.)

Name: _____	Name: _____
Day to Day Phone #: _____	Day to Day Phone #: _____
Email: _____	Email: _____

**LEASE/NOTICE/EXECUTIVE CONTACT PERSON:**

Name: _____	Direct Phone #: _____
Contact Email: _____	
Contact Mailing Address: _____ _____ _____	

**BILLING CONTACT PERSON:** (Invoices/Rental Statements/Tax & Operating Escalations)

Name: _____	Name: _____	Name: _____
Phone #: _____	Phone #: _____	Phone #: _____
Email: _____	Email: _____	Email: _____
Address: _____ _____ _____	Address: _____ _____ _____	Address: _____ _____ _____

**AFTER HOURS EMERGENCY CONTACT PERSON:**

1 <sup>st</sup> Contact Name: _____	2 <sup>nd</sup> Contact Name: _____
Phone #: _____	Phone #: _____
Email: _____	Email: _____

Please return this form to Stacey Hernandez  
[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)  
 Management Office phone  
 (630) 598-5255

## MOVE-IN CHECKLIST

Please refer to the following checklist, provided for your convenience, to ensure a smooth transition to your new offices.

- ☐ Order new stationary, envelopes and business cards with new address and numbers
- ☐ Contact IMG Technologies, the phone riser management company for Highland Pointe, to discuss your telephone and telecommunications installation. 888-464-5520
- ☐ Contact the Telephone Company and Telecommunications Contractor regarding installation of phone service to your suite.
- ☐ Coordinate the setup of your utility service by contacting **ComEd** (1-800-EDISON)
- ☐ Provide Certificates of Insurance and Endorsement to the Management Office (**Exhibit “A”**) from both the tenant and the moving company
- ☐ Notify the post office of your change of address.
- ☐ Send change of address notice to clients, vendors, and friends
- ☐ Complete required forms, and e-mail to [shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com) or drop them off at the management office at 333 E. Butterfield Road, Suite 510, Lombard, IL 60148.
- ☐ Furnish your moving company with a copy of the Moving Company Guidelines included in this manual.

## PERTINENT INFORMATION FOR YOUR MOVE-IN

### **Moving Insurance**

When moving into Highland Pointe, your moving company is to be union labor and will be required to provide a Certificate of Insurance with coverage for General Liability, Worker's Compensation and Auto Liability as specified in **Exhibit "A"**, "Insurance Requirements".

There are six (6) entities to be named as additional insured's; all are listed in Exhibit "A." **HIGHLAND POINTE, LLC** is to be stated as the Certificate holder.

Once completed, the insurance information may be e-mailed to [shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com) or mailed to Highland Pointe, LLC, c/o Millbrook Properties, LLC, 333 E. Butterfield Road, Suite 120, Lombard, IL 60148.

### **Move-In Hours**

We request that your move be scheduled prior to 8 a.m. and after 5:00 p.m. Monday through Friday, or anytime on Saturday. **PLEASE NOTE:** Security is on site 6:00 a.m. – 10:00 p.m. Monday through Friday.

Additional security hours can be scheduled with advanced notice (at the sole cost of the Tenant).

### **Freight Elevator**

Each building is equipped with 1 (one) designated freight elevator. This elevator will be made available for use during your move-in. Please contact the Management Office **in advance** to schedule use of the freight elevator.

The interior dimensions of the freight elevator are 6'3" wide x 54" deep x 8'5" tall. The door opening is 42" wide x 7" high. In addition, there is a hatch that extends capacity by 21" deep x 6'3" wide by 12' high.

## MOVING COMPANY GUIDELINES

### 1. General

The mover shall perform all services required to move furniture, contents, office machines, records, and supplies. Highland Pointe is a union building. Please contract with union labor.

Moving into and out of the building must be done on weekends, before 8:00am or after 5:00pm., Monday through Friday. We may assign a Security Guard for after hours; however, there may be a charge for any extra coverage.

Each employee of the mover must be bonded and uniformly attired in the same type and color uniform plainly lettered with the moving company's name. These requirements are necessary to maintain the security of the premises and to provide easy identification by our company's personnel.

### 2. Inspection of Premises

The mover is responsible for inspecting the tenant's suite prior to the move so that he may furnish such equipment and labor necessary to provide for an orderly, timely and efficient move. Movers should acquaint themselves with all the available information regarding difficulties which may be encountered, and the conditions, including safety precautions, under which the work must be accomplished. We ask that you contact the Management Office in advance to confirm all arrangements.

### 3. Supervision, Labor, Materials and Equipment

The mover must furnish all supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated. Such equipment shall include among other things dollies, trucks, etc. as may be required. All material handling vehicles used in the interior of the building must have rubber-tired wheels and must be maintained free from grease and dirt. **It is required that Masonite floor covering material be provided by mover and laid down to protect the lobby and corridor flooring proceeding from the entry of the building to the freight elevator and from the freight elevator into the suite.** Where necessary, outer wall corners will be protected. Furthermore, no palette jacks are allowed in the building.

### 4. Crating, Padding and Packing Material

The mover should take every precaution by means of crating and padding to safeguard property from damage. All padding and packing materials are to be removed by the mover and are NOT to be disposed of in the building dumpster unless arrangements have been made with the Management Office. Disposing of materials in the building dumpster is a billable charge.

**5. Floor and Wall Protection**

The mover shall, always, protect and preserve the building from damage. The mover must comply with all reasonable requests to enclose or specially protect such property. This includes furnishing, installing, and removing floor, carpet, wall, and glass protective materials wherever necessary to protect the building from damage.

**6. Permits, Franchises, Licenses, or Other Lawful Authority**

Franchises, licenses, or other lawful authority required for effecting the movement, the mover, at his own expense, will obtain and maintain any necessary permits, handling, and other services to be performed. Before the move is made, the mover may be required to produce evidence of such authorities to our company.



## SECTION IV

### ***BUILDING RULES & REGULATIONS – Page 41***

## **BUILDING RULES & REGULATIONS**

Tenant shall faithfully observe and comply with the following Rules and Regulations:

1. Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any portion of the Building other than the Premises, including any sidewalk, plaza area, driveway, passageway, entrance, exit, stairway, lobby, corridor, hall, elevator, shipping platform, truck concourse or vault area in or about the Building. All passageways, entrances, exits, elevators, stairways, corridors, halls and roofs of the Building are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons in whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or other interests of the Building, its tenants or Landlord; provided, however, that nothing herein contained shall be construed to prevent ingress and egress to persons with whom Tenant deals within the normal course of Tenant's business. Tenant shall not enter nor permit its employees, agents, guests or invitees to enter into areas of the Building designated for the exclusive use of Landlord, its employees, guests or invitees. Tenant shall not use, nor permit the use by its employees, agents, guests or invitees, of any common area in the Building other than for access to and from the Premises.
2. No bicycle or motorcycle shall be brought into the Building.
3. Suite keys and Access Cards are furnished to Tenant at move-in at the cost of the Tenant. Any additional keys/cards required by Tenant must be obtained from Building Management Office at a reasonable cost to be established by Landlord.
4. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical holdbacks have been installed.
5. No deliveries of any nature nor freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using only the freight elevators and those passageways as may be approved by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise, supplies or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require. Additionally, no pallet jacks are allowed in the Building.
6. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.
7. No animals (except for service dogs) of any kind shall be brought or kept in or about the Building.
8. Tenant shall not permit any noise, odor or litter which is objectionable to Landlord or other tenants of the Building to emanate from the Premises.
9. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering the Building shall be required to comply with the security policies of the Building. Tenants shall keep doors to unattended areas locked and

shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage.

10. Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide them upon payment therefore by Tenant. Upon termination of this Lease, or of Tenant's possession, Tenant shall surrender to Landlord all keys and access cards to the Premises. Landlord shall not be responsible for the theft, loss, or damage of any property. Landlord may at all times keep a pass key to the Premises.
11. Canvassing, soliciting or peddling in the Building is prohibited, and Tenant shall cooperate to prevent same.
12. Except for portions of the Premises specifically designated by Tenant and consented to in writing by Landlord in advance to be used for an employee kitchen or lounge area, Tenant shall not cook, sell, purchase or permit the preparation, sale or purchase of food on the Premises.
13. Tenant shall not mark, paint, drill into or in any way deface any part of the Building or Premises. No boring, driving of nails or screws, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the Premises except with the prior approval of Landlord.
14. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.
15. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions, a barber or manicure shop, an employment bureau, a labor union office, a doctor's or dentist's office, a dance or music studio, or any type of school, except in connection with its own business and not as a service for others, without Landlord's prior permission.
16. No photographic image may be taken of any of the building common areas without proper authorization from the Management Office.
17. Tenants shall not advertise for laborers giving the Premises as an address, nor pay such laborers at a location in the Premises.
18. The requirements of Tenant will be attended to only upon application at the office of Landlord in the Building. Employees of Landlord shall not perform any Work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.
19. The tenant shall at all times keep the Premises neat and orderly.

- 20.** Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.
- 21.** Tenant shall comply with all applicable federal, state, and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing, or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage. Tenant shall not use, suffer, or permit the Premises or any part hereof to be used for the manufacture, sale or distribution by gift or otherwise of any spirituous, fermented or intoxicating liquors or any drugs. Tenant shall not bring or store firearms of any kind into the Building. Tenant shall not use the Premises for the manufacture, distribution or sale of any merchandise or other materials. Tenant shall not install any equipment utilizing ammonia or other processes necessitating venting. Tenant shall not permit any odors, acids, vapors or other gases or materials to be discharged from the Premises into the common areas, waste lines, vents, flues or other tenant spaces in the Building.
- 22.** Tenant shall not use, suffer, or permit the use of the Premises or any part thereof for housing accommodations, for lodging or sleeping purposes or for any immoral or illegal purpose.
- 23.** The water and wash closets, drinking fountains and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.
- 24.** Tenant, its servants, employees, customers, invitees, and guests shall, when using the parking facilities around the building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.
- 25.** Except as otherwise provided in the Lease, Tenant shall not employ persons to do janitorial repairs or decorating work in the Premises, and no persons other than the janitors or contractors designated by Landlord shall clean, decorate, remodel, or repair the Premises without prior written consent of Landlord.
- 26.** Tenant shall not install or operate any refrigerating, heating, or air-conditioning equipment, nor any equipment of any type or nature that will or may necessitate any changes, replacements, or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without first obtaining the prior written consent of Landlord. Business machines and mechanical equipment belonging to or installed by or at the direction of Tenant that cause noise or

vibration capable of being transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord and such other tenants.

27. Landlord reserves the right to prescribe and to approve the weight, size and location of safes, book shelves and other heavy equipment, fixtures and articles in and about the Premises and the Building and to require all such items to be moved in and out of the Building and the Premises only at such times and in such manner as Landlord shall direct and in all events at Tenant's sole risk and responsibility. Tenant shall not overload any floors.
28. Tenant shall not, without the prior written consent of Landlord, install any shades, draperies, blinds, or other window covering, awning, sign, lettering, picture, notice, advertisement, or object unacceptable to Landlord on or against glass partitions, doors or windows that would be visible outside the Premises or any sign, lettering, picture, notice or advertisement within the Premises that would be visible outside the Premises. Landlord shall have the right to prohibit any advertisement of or by Tenant in any public media, by direct solicitation or otherwise, which advertisement, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a high-quality office building. Upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.
29. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine, or machines of any description other than fractional horsepower office machines shall be installed, maintained, or operated upon the Premises without the written consent of Landlord.
30. Tenant shall not use or keep in or on the Premises of the Building any kerosene, gasoline or other inflammable or combustible fluid or material.
31. Landlord will approve where and how telephone and communication wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
32. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
33. The tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways, or elevators, and shall use the same only as a means of ingress and egress for the Premises.
34. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
35. The tenant shall assume all responsibility for protecting the Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

36. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways and other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
37. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Premises.
38. Tenant must comply with requests by the Landlord concerning informing their employees of items of importance to the Landlord.
39. Tenants shall comply with any non-smoking ordinance adopted by any applicable governmental authority. In addition, Landlord reserves the right to designate, in Landlord's sole discretion, the only outside areas of the Premises where smoking shall be permitted.
40. Tenants shall not request the use of any Building Tools or Equipment as Building Tools and Equipment are strictly prohibited from being loaned or rented to Tenants, Vendors or Contractors.
41. Tenants shall not bring or use alcohol on the premises. With prior notice to management, a catering service is permitted to serve alcohol upon providing proof of dram shop insurance.
42. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the Management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants. Landlord shall not be responsible to Tenant or to any other person for the non-observance of the Rules and Regulations and Tenant shall agree to abide by these rules as a condition of its occupancy of the Premises.

## SECTION V

### ***BUILDING AMENITIES – Page 47***

## **BUILDING AMENITIES & SERVICES**

### **Deli**

There is a full-service Café, “Deli-Time”, on the 333 - L1 level of **Highland Pointe**. The deli offers breakfast, lunch, and catering services, and is open from 7:00am to 2:00pm, Monday through Thursday.

### **Vending Machines**

Vending machines are located in 333 on the First Floor in the mail room. The machines are available during all hours and are equipped with snacks and soda.

### **Canteen – Micro Mart**

The Canteen is located on L1 of the 377 building and is open during all building hours.

### **Controlled Parking**

Parking may be available in the controlled parking area on L1 and L2 for \$50/month (subject to change) per space. Access is based on availability, completion of a Monthly Parking Agreement and 1<sup>st</sup> month's payment. Access is added to that person's building access card. The controlled parking area space is limited, on a first-come, first-serve basis, and the agreement may be terminated at any time.

### **Fitness Center**

**Highland Pointe** tenants have a Fitness Center available for their use currently free of charge. Any individual wishing to have access to the Fitness Center is required to complete a Release and Waiver of Liability Form and agree to the Facility Rules and Regulations. Upon completion of the form, access is added to that individual's building access card. The Fitness Center hours are 6:00am to 6:00pm.

### **Conference Rooms**

There are currently two Conference rooms available to all tenants of the property. One is located on the First Floor of the 377 building and the other on L1 of the 377 building. The conference rooms are currently free of charge, and are available on a first come, first served basis. Please review the Policies & Procedures in the Tenant Handbook for reservation and use of the Conference Room. Please contact the Management Office to schedule your meeting.

Forms can be found in the Forms Section of this Document.



## **SECTION VI**

### **BUILDING & TENANT FORMS**

**Building Access Card Request Form – Page 49**

**Conference Center Function Agreement – Page 50**

**Monthly Parking Agreement – Page 54**

**Fitness Center Waiver – Page 57**

Highland Pointe  
333-377 E. Butterfield Road

## BUILDING ACCESS CARD REQUEST FORM

Please e-mail to [shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)

\*\*\*\*\*

PLEASE PRINT LEGIBLY

Date \_\_\_\_\_

Full Name \_\_\_\_\_

Employer \_\_\_\_\_

Building Address (333 or 377) \_\_\_\_\_ Floor/Suite # \_\_\_\_\_

Work Phone \_\_\_\_\_

Access Card Issued to Employee ☐ Yes ☐ No

\*\*\*\*\*

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

Access Card Clearance: \_\_\_\_\_

### Automobile Information:

1<sup>st</sup> Vehicle

2<sup>nd</sup> Vehicle

Make: \_\_\_\_\_

Color: \_\_\_\_\_

License Plate: \_\_\_\_\_

### Parking Rules:

1. Upper Deck – Parking for Visitors Only (Short-Term)
2. All Day Seminar/Student Guests should be instructed to park in Perimeter Parking
3. Employees are to always park in Perimeter Parking, Regardless of Duration

\*\*\*\*\*

*Access to the building is at will and under the rules and regulations of Building Management reserves the right to restrict access to the building, as needed. Each Tenant is responsible for all the cards issued to their employees. When an employee leaves your firm, please notify the Management Office. Any lost or stolen cards must be reported to the Office of the Building immediately.*

***The cost for additional, lost or replacement cards is \$20.00 per card billable to the Tenant account and payable without demand.***

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

### OFFICE USE ONLY

Card # \_\_\_\_\_ Issued by \_\_\_\_\_

Date \_\_\_\_\_ Billable Event ☐ Yes ☐ No

Date Billed to Tenant \_\_\_\_\_



## FUNCTION AGREEMENT

To reserve the Highland Pointe Conference Room, this form must be completed, signed, and e-mailed to [shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com) to the Management Office within five business days prior to the reserved date.

<b>Company Name / Organization:</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Date of Event:</b>	
<b>Time Period of Event:</b>	<b>Set-up Time:</b>
<b>Number of Attendees:</b>	

**Please check one:**      ☐ **377 Building – 1<sup>st</sup> Floor Conference Center, Suite 115 (accommodates 45 people)**  
    ☐ **377 Building – L1 Conference Center (accommodates 20 people)**

### **Food and Beverage Requirements:**

Tenant handles all food and beverage requirements. Alcohol permitted only when delivered and served by caterer providing dram shop insurance. Rooms should be left in clean condition with all trash discarded in receptacles and catering equipment removed.

**Set-Up:** Please circle the style you are requesting.

- U-Shape (facing whiteboard)
- Classroom (facing whiteboard)
- Other (please specify)

**Audio & Visual:** Please circle any of the following equipment you will need:

- Audio Conferencing Equipment
- Overhead Projector (only available in the 377, 1<sup>st</sup> fl. conference room)
- Wireless Internet Access

**Building Access:** Please circle if applicable.

- Key sign-out required.
- Onsite Personnel required.

**I have read and acknowledge the Policies and Procedures for the Highland Pointe Conference Room and agree to abide by said policies and procedures.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **BUILDING CONFERENCE CENTER POLICIES & PROCEDURES**

Highland Pointe has two (2) Building Conference Centers: 1<sup>st</sup> floor of the 377 Building (60 people) & L1 of the 377 (30 people). The Conference Centers are available to all Tenants leasing space within the building on a first-come, first-serve, reservation basis. Below is information about the facilities, fees, and guidelines for use.

### **BOOKING**

When booking reservations, please observe the following policies and procedures:

- All tenants of Highland Pointe can use the conference center free of charge between the hours of 6 a.m. and 10 p.m., Monday through Friday. Any use of the conference room after normal building hours of operation may include additional fees for on-site personnel.
- All reservations must be scheduled online through the Yardi work order system. (Please contact the Management Office to get setup through Yardi.)
- A Function Agreement will be e-mailed for signature. This agreement must be completed and returned at least 2 business days prior to the date requested for reserving the conference room.
- The Conference Center is for the exclusive use of the Highland Pointe Tenants. No outside parties are allowed to utilize the room without prior approval of the Building Management Office.
- Alcohol is permitted only upon notice to Management and only when delivered and served by caterer providing dram shop insurance.

### **SCHEDULING**

When scheduling, please note the following:

- Please specify the exact times you will need the building conference center. Multiple meetings may be scheduled in a day; therefore, all tenants will be required to vacate the conference center immediately after their allotted time. All materials should be removed, and all trash placed in the appropriate receptacles. If trash is left out, a charge of \$75 for the first hour and \$25 for cleaning which exceeds one hour will be assessed.
- Please allow enough time to prepare the room for your conference and clean up after your conference as there may be other conferences scheduled throughout the day.
- Building Management will not schedule any reservations with less than a 30-minute break between conferences. This will allow building management time to breakdown, clean and prepare this room for the next scheduled conference.

### **LAYOUT**

Identify the number of people attending the conference and the desired room layout on the Function Agreement. The building conference center has a variable room layout. Two room layouts are suggested below:

- **U Shape** – This design consists of chairs and tables set up in the shape of the letter U.

- **Classroom Style** – This consists of tables and chairs in rows facing the main focal point of the room.
- **Other** – Please discuss other specific layout styles that you may require with the Property Administrator.

### **GENERAL RULES**

- Tenants must provide a list of outside vendors along with a **Certificate of Insurance** for each vendor providing service for your event.
- Alcohol is permitted only upon notice to Management and only when delivered and served by caterer providing dram shop insurance.
- Catering arrangements are the responsibility of the Tenant. All deliveries are subject to building rules and regulations. The 377-1st floor Conference Room is equipped with a kitchenette.
- The Conference Center doors are to be always closed to minimize noise in surrounding building areas.
- Users agree that lobby areas will not be used for breaks.
- Users will protect the conference tables from scratches beyond normal wear and tear.
- Tenants using the Conference Center must immediately report any damages to the Property Management Office.
- When the conference has concluded, please contact the building management office at (630) 598-5255 and advise us that set-up can begin for the next conference.

### **SECURITY**

Building Management will not be responsible for articles left in the Conference Centers. All personal property must be removed at the conclusion of the event.

### **LIABILITY**

Tenant will be liable for any damages to the Conference Center, its furniture and equipment or otherwise.

### **AMENITIES**

The 377-1st floor conference center is equipped with an overhead projector, presentation podium, dry erase boards, and wireless internet. The 377 L1 conference room is equipped with an overhead projector and wireless internet.

Use of the equipment must be requested when completing the Function Agreement. Building Management **STRONGLY RECOMMENDS** that you test your presentation on the A/V system prior to your reservation. Please schedule a time to test your equipment with the Management Office.

A speaker telephone is available for audio conferencing use. Toll-Free numbers and Local calls are free. Long-distance calls must be charged to the user's credit card, or they will be billed back to the Tenant with a 10-15% administrative fee mark-up.

**WEEKEND ROOM USE**

Tenants may book the Conference Center on weekends; however, Property Management will not be on site, and it is the Tenants responsibility to test all technology and A/V equipment and to coordinate all other details during normal business hours with the Property Management Office.

If you have access to the building via your building access card, you may sign out the Conference Center key @ the Management Office. The Conference Center must be locked upon the conclusion of the event & the key must be returned on to the Management Office on the next business day. If the key is lost or stolen, a fee of \$125 will be charged to the Tenant to re-key the doors and replace the Conference Center keys. If you do not have access to the building on weekends and during non-operating hours, onsite personnel can be provided at a rate of \$60/hour (with a minimum of 4 hours) to facilitate your needs.

**CLEANING**

General nightly clean-up is provided at no charge. All articles left in the Conference Center will be disposed of if not claimed immediately after the event. The user is responsible for ensuring that the room is left in the condition in which it was reserved (including the kitchen area). A minimum clean up fee of \$75 (for the first hour) will be assessed for excessive room cleaning. All additional required cleaning which exceeds one hour will be billed at a rate of \$25 per hour. To avoid these penalties, arrangements may be made in advance through the Property Management Office if cleaning service is desired.

**DECORATIONS / SIGNAGE / PRESENTATION MATERIALS**

No decoration, signage or presentation materials may be attached to the walls, doors, ceilings, etc. in any method or manner. All common area building signage for the event must be provided and/or approved by the Management Office prior to placement in any common building areas. Flip charts and additional presentation materials are the responsibility of the Tenant.

**HIGHLAND POINTE**  
**MONTHLY PARKING AGREEMENT**

<b>Card number:</b>	<b>Monthly rent:</b>	<b>Card deposit:</b>
<b>Building:</b>	<b>Parking level:</b>	
<b>Start date:</b>	<b>End date (if applicable):</b>	
<b>NAME ("authorized parker"):</b>		
<b>Company:</b>	<b>Suite:</b>	
<b>Telephone (business):</b>	<b>Telephone (cell):</b>	
<b>Vehicle Description - 1 (required):</b>		
<b>Make:</b>	<b>Model:</b>	<b>Year:</b>
<b>License #:</b>	<b>State:</b>	
<b>Vehicle Description - 2 (if applicable):</b>		
<b>Make:</b>	<b>Model:</b>	<b>Year:</b>
<b>License #:</b>	<b>State:</b>	

*(List any additional vehicles that may be parked, from time to time, within the parking facilities using the same access card)*

**THIS CONTRACT LIMITS OUR LIABILITY — PLEASE  
READ IT**

**MILLBROOK PROPERTIES, LLC ("MANAGEMENT") AS AGENT FOR HIGHLAND POINTE, LLC, ("OWNER") HEREBY LEASES TO AUTHORIZED PARKER, ONE PARKING SPACE IN THE CONTROLLED PARKING FACILITY (PARKING FACILITY) PER CARD LISTED ABOVE SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) **ONLY** passenger model vehicles are allowed in the Parking Facility.
- 2) Location shall be any parking space available except spaces designated as: **RESERVED, HANDICAPPED, OR HOURLY PARKING.**
- 3) Authorized Parker agrees to comply with all reasonable rules and regulations issued by management for the operation and maintenance of the Parking Facility. Management reserves the right to modify the rules and regulations and to adopt such other reasonable and non-discriminatory rules and regulations as it may from time to time be deemed necessary for the proper operation and safety of the Parking Facility. Management reserves the right to refuse the sale of monthly identification devices to any person that willfully refuses to comply with the applicable rules, regulations, laws, and agreements.
- 4) Authorized Parker agrees to pay, upon demand, all costs of repairing any damage, caused by the operation of Authorized Parker's vehicle within Parking Facility, to the Parking Facility or to any fixtures, equipment or signs located on or within the Parking Facility.
- 5) Authorized Parker agrees not to assign this agreement without prior written consent from management, which may be withheld in management's sole discretion.

- 6) The monthly rental due hereunder shall be payable on or before the first day of each month in advance. If the monthly rent is not received by the due date, management shall have the right to disable the Parking Facility access card until the monthly rent is paid, and to charge a Twenty and no/100ths Dollars (\$20.00) reactivation fee. Further, management shall have the right, but not the obligation, to terminate this agreement for failure to pay the monthly rent when due. A \$35.00 service charge will be charged for a returned check.
- 7) Management reserves the right, with thirty (30) days prior notice, to change the monthly rent from that set forth above at any time.
- 8) No deductions or allowances from the monthly rent will be made for days Authorized Parker does not use the Parking Facility. No allowances will be made for vacations, holidays, etc.
- 9) This is a contract for the rental of one parking space only. Authorized Parker agrees that it is not a contract of bailment and Management, or Owner will not be liable for loss of or damage to Authorized Parker's vehicle or its contents resulting from fire, theft, vandalism, accident, or any other cause. In absolutely no event will management or Owner be liable for loss of use of Authorized Parker's vehicle. The Parking Facility is an open facility. Authorized Parker agrees that management will not provide traffic control or security protection for the Parking Facility and that any use of the facility will be at Authorized Parker's own risk. Management or Owner will not be liable for personal injury or death or theft, loss of or damage to property. In absolutely no event will the Management or Owner be liable for exemplary damage, consequential damages or damages representing emotional distress. Authorized Parker waives and releases all claims against management, Owner, their agents, and employees with respect to any property loss or damage or personal injury arising out of Authorized Parker's use of the Parking Facility, unless caused by the willful misconduct of Owner or management.

**PLEASE LOCK YOUR CAR AND TAKE YOUR KEYS**

- 10) No overnight or long-term parking, storage of vehicles (including, without limitation, campers or boats) or vehicle repair (including, without limitation, changing of fluids or tires) or any vehicle maintenance is allowed.
- 11) Authorized Parker agrees to comply with Illinois law for any vehicle(s) Authorized Parker parks in the Parking Facility. Such compliance shall include, but not be limited to, licensure, and insurance.
- 12) Management reserves the right, but not the obligation, to tow, at the Authorized Parker's expense, any vehicle which Management believes, in its sole judgment, is abandoned, or is being stored in the Parking Facility.
- 13) Authorized Parker agrees to hold Management and Owner harmless from any liability, claim or expense for injury or death to anyone or loss or damage to anyone's property caused by mechanical failure or defects of Authorized Parker's vehicle.
- 14) Authorized Parker agrees to notify Management and file an Incident Report on all damages caused by Authorized Parker within 24 hours of the occurrence of such damage.
- 15) **THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER;** in addition, Management reserves the right to terminate this agreement at any time upon Authorized Parker's failure to comply with any rule or regulation issued by Management for the operation of the Parking Facility or upon Authorized Parker's failure to perform its obligations under this agreement, including, but not limited to, situations in which Authorized Parker provides access to the Parking Facility to an unauthorized parker.
- 16) Parking Facility attendants and/or building lobby attendants are not authorized to make or allow any exceptions to this agreement.



- 17) Authorized Parker shall be charged a Lost Card Charge of \$25.00 for each occurrence that Authorized Parker's Parking Facility access card is lost and/or requires replacement.
- 18) Management reserves the right to relocate all or a part of the parking spaces from one location on the property to another location on the property, and to reasonably allocate them between compact and standard size spaces, so long as the same complies with applicable laws, ordinances, and regulations.
- 19) Changes in vehicle, license number, address, telephone number, employer, or other personal information must be reported to Management within ten (10) days of the change. Authorized Parker shall be charged a reprogramming fee of \$20.00 for each vehicle change after the first such change.
- 20) The Parking Facility will be open 24 hours a day, 7 days a week, provided, however, that management reserves the right to close all or any portion of the Parking Facility (a) in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the Parking Facility, (b) due to events scheduled in the Building or (c) if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond management's reasonable control.
- 21) The maximum speed limit in the Parking Facility is 5 miles per hour, unless otherwise posted.
- 22) No vehicles may be parked over parking space lines or backwards against defined traffic flow. No person may remove, cross over, or go through a barricade, flag line, cone marker or any other parking restriction marker established by management.
- 23) Any vehicle parked in the Parking Facility without being moved for a period of ten (10) days will be considered abandoned, whether the owner or operator of the vehicle is an Authorized Parker.

**PLEASE INDICATE YOUR ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.**

**ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**

**AUTHORIZED PARKER:**

**BY: \_\_\_\_\_**

**NAME: \_\_\_\_\_**

*Please return this form to Stacey Hernandez at  
[shernandez@millbrookrec.com](mailto:shernandez@millbrookrec.com)*

# MILLBROOK

PROPERTIES

## Assumption of Risk; Release, Waiver of Liability, and Covenant Not to Sue

This **Assumption of Risk; Release, Waiver of Liability, and Covenant Not to Sue ("Agreement")** is made by the undersigned as of the date indicated below ("**Date**") in favor of the Protected Parties and is effective from the Date and will include all future dates. As used herein, the following terms have their respective meanings:

- A. "**Landlord Parties**" means, collectively, Highland Pointe, LLC, ("**Landlord**"); and their respective officers, agents, employees, successors or assigns (individually, a "**Landlord Party**");
- B. "**Protected Parties**" means, collectively, Landlord Parties and the Tenant Company (individually, a "**Protected Party**");
- C. "**I**", "**me**", or "**my**" refers to the undersigned.
- D. "**Building**" means building located at 333 & 377 E. Butterfield Rd, Lombard, IL; and
- E. "**Facilities**" means the exercise facilities located in the 377 Building.

I (for myself, my heirs, executors, administrators, and assigns), for the consideration of the enrichment I expect to derive from the use of the Facilities and any exercise or recreational program at the Facilities and for the consideration of Landlord allowing me to use the Facilities and participate in the exercise or recreational programs at the Facilities, acknowledge and agree as follows:

### 1. **Assumption of Risk**

I hereby acknowledge that I intend to utilize the exercise Facilities and/or equipment at the Facilities for purposes of physical exercise which may include, without limitation, weightlifting, running, aerobic activities, and exercise or recreational classes ("**Activities**"). **I understand that physical activity, by its very nature, carries with it certain inherent risks** that cannot be eliminated regardless of the care taken to avoid injuries. Some of these risks involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the possible risks range from (1) minor injuries such as scratches, bruises, sprains, and tendonitis, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, abnormal heart beats, abnormal blood pressure, stroke, heat stroke or exhaustion, broken bones, torn muscles, and torn ligaments, and (3) catastrophic injuries, including brain or spinal cord injuries or other conditions or injuries, which may result in temporary or permanent paralysis, loss of bodily functions, disability or even death. Any or all these risks may also include pain and suffering, lost income, and medical expenses.

**I am also aware of the level of exertion required to participate** in the Activities and in using the Facilities and I certify that I have the requisite skills and fitness level to participate in the Activities without causing harm to myself or to others. I have verified with my physician that I have no past or current physical or psychological condition that might affect my participation in the Activities. I understand and acknowledge that the Protected Parties have no expertise in diagnosing, examining, or treating any medical condition. I agree that I will not use the Facilities or participate in any Activities at the Facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a threat to the health or safety of me or others. It is my responsibility to consult with a personal physician to determine if any of these medical conditions exists and, if so, whether such condition poses a threat to the health or safety of myself or others. **I also acknowledge that the risks listed herein may be caused by my own actions or inactions, the actions or inactions of others using the Facilities and/or participating in the Activities, the conditions under which the Activities take place, or the negligence of Protected Parties.** I am voluntarily using the Facilities and/or participating in the Activities at the Facilities. I am aware of the risks associated with this use and participation. I further acknowledge that these risks may also include negligent emergency or medical care. **Nonetheless, I assume all risks, whether known or unknown to me, of using the Facilities and/or participating in Activities at the Facilities, including negligence.** I understand that I may stop using the Facilities or participating in the Activities

at any time. In the event that I am injured at the Facilities, I authorize Protected Parties to obtain or provide emergency hospitalization, surgical or other medical treatment for me and that I will be financially responsible for any injury, damage or cost which might arise out of or in connection with such authorized emergency medical treatment. **I acknowledge that I am solely responsible for any hospital or other costs** arising out of any bodily injury or property damage sustained through my use of the Facilities or participation in the Activities at the Facilities.

## **2. Release, Waiver of Liability, and Covenant Not to Sue**

**I agree to release, waive, hold harmless, and forever discharge Protected Parties** from all claims, demands, rights, causes of action, judgments, costs, and expenses or other liability of whatsoever kind or nature:

- (a) resulting from my participation in or growing out of or in any way connected with the Facilities or the Activities, including, but not limited to, all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property; and
- (b) caused or alleged to be caused in whole or in part by: (1) defective or dangerous equipment or the Facilities premises or (2) the negligence, if any, of Protected Parties related to instruction, supervision, failure to warn, medical treatment or the maintenance of the equipment, premises, or Facilities, and also including negligent rescue operations and emergency medical treatment.

I further covenant and agree that for the sole consideration stated above, **I will not sue any Protected Party** for any claim for damages arising or growing out of the matters recited in (a) or (b) above and acknowledge that Landlord is relying upon all the representations, covenants, acknowledgements and agreements contained in this Agreement for its decision to permit me to use the Facilities. I further agree that if I or anyone on my behalf makes a claim or files suit against any Protected Party, I will indemnify, defend, and hold harmless the Protected Parties from any litigation expenses, attorneys' fees, loss, liability, damages, or costs that are incurred as the result of such claims.

I agree to abide by all Facilities' rules and regulations, a copy of which is available from the building manager upon request. The initial rules and regulations for the Facilities are attached hereto, but I acknowledge that Landlord reserves the right to modify the Facilities' rules and regulations at any time. I agree to inspect the Facilities and equipment prior to participating, and to immediately report any unsafe conditions to Landlord. I agree that if at any time I believe the conditions of the Facilities or equipment to be unsafe, I will immediately discontinue use of such Facilities or equipment and notify Landlord.

I acknowledge and agree that: (a) my privilege of using the Facilities will be terminated automatically upon the earlier of: (i) expiration or termination of Tenant's lease of space at the Building or at the building located at Highland Pointe located at 333-377 East Butterfield Road, Lombard, IL (as the case may be), or termination of Tenant's right to possession of its premises under such lease, and

(ii) the date on which I no longer am an employee (or officer or principal) of Tenant; and (b) Landlord may elect in its sole and absolute discretion to terminate my privilege of using the Facilities at any time: (i) for cause, in the event that I fail to follow the Facilities' rules and regulations, I loan, sell, or assign (or attempt or purport to do so) my access card or my privilege of using the Facilities to another person, or (ii) without cause. I agree that Landlord may elect to discontinue the Facilities at any time. **I agree not to allow or permit any other person to use or possess my access card key to gain access to the Facilities, or to bring a guest to use the Facilities.**

Landlord's failure to enforce any remedy or provision of this Agreement may not be construed as a waiver of such remedy or provision. Any dispute between Protected Parties and myself or their or my respective heirs, successors and assigns may only be litigated in the state or federal courts situated in DuPage County, Illinois pursuant to a bench trial. **ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS, I WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.** This Agreement constitutes the entire agreement between the parties relative to the Facilities and supersedes any oral or written understanding. This Agreement may be modified only in a written instrument executed by a duly authorized representative of Landlord. This Agreement shall be governed by the laws of the State of Illinois. If any portion of this Agreement is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I am 18 years old or older. I have read this Agreement and **my decision to sign this Agreement is purely voluntary**. I understand the legal consequences of signing this document, including, without limitation, my (a) assumption of all risks of using the Facilities, participating in the Activities, and the negligence of others at the Facilities, (b) release of all liability, and (c) waiver of my right to sue.

I understand that use of the exercise equipment or fitness activity is not sponsored by Tenant or its subsidiaries or affiliates (collectively, the “**Tenant Company**”), or their respective directors, officers or employees and that my attendance at, use of, participation in, or observation of the Facilities is completely voluntary on my part, is not a condition or requirement of my employment with the Tenant Company, is not, in any way, related to my position with or performance of job duties for my employer, and is not work related or considered to be work for or on behalf of my employer.

### **Rules and Regulations of the Facilities**

- Lockers are provided solely for the benefit and convenience of members. Landlord’s Building manager may remove and discard any articles left in a lock-er overnight. Users of the Facilities must provide their own locks.
- Users of the Facilities are encouraged to avoid bringing valuables to the Facilities. Neither Landlord nor any Protected Party shall be liable for any loss or theft of, or damage to, the personal property of any user of the Facilities.
- The Facilities are always unattended.
- Please adhere to a 30-minute time limit for each cardio machine.
- Proper attire, including shirts and athletic shoes, must always be worn.
- Please return equipment to its proper location.
- Wipe equipment after use.
- Users of the Facilities are to supply their own shower soap and shampoo.
- Gum, smoking, and tobacco products are not permitted in the Facilities.
- Do not leave gym bags in the workout area.
- No food or open drink containers are permitted.
- Cameras and cell phones are prohibited.
- Report any broken equipment to the building’s property manager.

**SIGNATURE ON NEXT PAGE**

# MILLBROOK

PROPERTIES

Assumption of Risk; Release, Waiver of  
Liability, and Covenant Not to Sue

**I have read, understand and accept the terms and conditions and Rules and Regulations stated herein and acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.**

**Signature:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Company email:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

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

**Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_  
**Home/other #** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Access Card #** \_\_\_\_\_

