

**EXHIBIT A**  
**EMPLOYEE BICYCLE REGISTRATION & ACCESS AGREEMENT**

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

Tenant: \_\_\_\_\_

Employee: \_\_\_\_\_

Kastle Key Tag #: \_\_\_\_\_

Employee's Bicycle: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Make/Model/Year/Color)

Tenant and Employee agree that Employee's access to and use of the of the designated bicycle rack (the "Designated Bicycle Rack") in the bike room ("Bike Room") at the building known as 205 East 42nd Street, New York, New York shall be subject to the following terms and conditions:

1. All of the agreements, covenants, terms, conditions and provisions (the "**Terms and Conditions**") of the Bicycle Access Agreement (the "BAA") are hereby incorporated by reference and shall be binding upon Employee and have the same effect as if same were fully set forth herein;

2. Tenant and Employee have reviewed the BAA, Employee fully understands all of the Terms and Conditions contained in the BAA and agrees to comply with such Terms and Conditions, including, without limitation, the confidentiality provisions contained in Section 2(t) of the BAA;

3. Tenant and Employee represent and warrant to both Owner and Landlord that Employee is a current employee of Tenant that (x) has a direct employee/employer relationship with Tenant and (y) has a permanent and primary office at the Premises;

4. Employee and Tenant further represent and warrant to both Owner and Landlord that Employee is not an independent contractor, desk licensee, subtenant or other occupant of the Premises or agent of Tenant;

5. Employee's Bicycle shall be placed in the Bike Room at Employee's sole risk. Neither Owner, Landlord, nor their respective agents shall be in any way liable or held responsible for any damage or theft that may occur to Tenant's or Employee's property while located in the Bike Room or while being transported into and out of the Bike Room, nor for any injury to Employee's person resulting from using the Bike Room;

6. If Employee causes damage to the Bike Room, Owner may repair, at the joint and several expense of such Employee and Tenant, all damage or injury to the Bike Room. There shall be no liability on the part of Owner, Landlord, or their respective agents by reason of inconvenience, annoyance or injury arising from the making of any repairs, alterations, additions, or improvements in or to any portion of the Bike Room and/or the Building. Tenant's and Employee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement;

7. Upon the expiration or sooner termination of the term of this Agreement, Employee shall quit and surrender the Bike Room in good order and condition and shall immediately remove Employee's Bicycle from the Designated Bicycle Rack. Any property remaining after the expiration or termination of the term shall be removed by Owner and/or Landlord at Tenant's and Employee's joint and several sole cost and expense and without liability to Owner, Landlord, or their respective agents. Tenant's and Employee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement;

8. Tenant and Employee agree that they shall not hold the Owner, Landlord, or their respective agents responsible for any claim, loss, damage or theft of any Employee's property, or for any personal property left in the Bike Room. Tenant and Employee shall look solely to Tenant's and/or Employee's insurance, if any, for such any such recovery. Employee has been advised that the Bike Room will be unattended by caretakers or employees of the Owner, Landlord, or their respective agents, and that this Agreement is accepted under such condition. Employee acknowledges that users of the Bike Room are warned not to bring valuable personal property to the Bike Room;

9. Owner reserves the right to limit hours of access to the Bike Room without any liability on Owner's and/or Landlord, or their respective agent's part. Owner and/or Landlord may from time to time during the term of this Agreement adopt and enforce additional terms, conditions and penalties in connection with the purposes of this Agreement in order to ensure compliance with this Agreement and/or the Bike Access Law;

10. This Agreement shall not constitute a license or a lease. Tenant and Employee hereby acknowledge that Tenant and Employee do not possess any rights as a licensee or tenant to the Bike Room or the Designated Bicycle Rack. This Agreement and the rights of Tenant and Employee shall not be deemed to be or construed as a month-to-month tenancy or license or any other type of tenancy or license, and Tenant and Employee hereby waive any and all notices which would otherwise be required to be given by a landlord to a tenant to terminate a tenancy or license. This Agreement, and the access granted to Tenant’s Employees hereunder, is not intended to be a bailment, nor shall a bailment be created hereby;

11. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the BAA.

12. Signatures exchanged via “.pdf” by digital transmission shall be deemed originals.

**IN WITNESS WHEREOF**, Tenant and Employee have respectively signed and sealed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Tenant

*Employee*

By: \_\_\_\_\_  
Name:  
Title:

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