

HEALTH AND WELLNESS SERVICE AGREEMENT

This Health and Wellness Agreement (“Agreement”) is made and entered into by and between **Fitness & Wellness Works (F&WW)**, whose address is **934 N. University Drive, Suite 219, Coral Springs, FL 33071** (“Provider”), and **Northwest Focal Point Senior Center District**, whose address is **6009 NW 10th Street, Margate, FL 33063** (“NWFPSC”).

With respect to the Premises identified in Exhibit A, both parties to this Agreement agree to the following TERMS and CONDITIONS:

Premises. The Premises covered by this Agreement are as follows: (i) a Class Area (“NWFPSC”), and (ii) an area mutually agreed upon by the NWFPSC and Provider that is capable of storing equipment that Provider needs to conduct its exercise classes (“Storage Area”). Provider shall have access to the Storage Area as needed during the term of this Agreement. The Class Area shall be available to Provider for a minimum of two (2) one-hour periods each week during the term of this Agreement. The Class Area may be available up to a maximum of twelve (12) one-hour periods each week, as agreed upon by both parties; agreed upon times are noted in Exhibit A to this Agreement. The time periods that Provider shall have use of the Class Area shall be mutually agreed upon by both parties. Provider and clients shall have the right to use the common areas, restrooms and dressing rooms in connection with Provider’s permitted uses of the Premises.

Use. Provider shall use the Premises for health and wellness classes. The Premises shall be used for no other purpose(s). Members of NWFPSC may attend the Provider’s classes. Provider shall provide music and equipment.

Payment. There shall be no payment made by either party for the services provided under this Agreement.

Term of Agreement. This Agreement shall commence on October 1, 2016, or on the date on which the Agreement has been signed by the last party required to sign it, whichever is later, and will end on September 30, 2017, and may be renewed for up to two one year renewal terms, if agreed by both parties.

Cancellation and Renewal. This Agreement may be terminated with fourteen (14) days prior written notice by either party to the other.

Care and Maintenance of Premises. Provider shall maintain the Storage Area in good and safe condition and shall surrender the same, at termination hereof, in good condition as received, normal wear and tear excepted. Provider shall be responsible for the Class Area only during the time periods that Provider has use of the Class Area.

Alterations. Provider shall not, without the written consent of NWFPSC, make any alterations, additions, or improvements in or to the Premises.

Ordinances and Statutes. Provider shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Provider. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”), and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), all collectively referred to as “HIPAA Requirements”.

Retention of Records & Right To Access Clause:

In accordance with Florida Statute, 119.0701 - Contracts; public records, the vendor shall keep, maintain and make available all records, regardless of format, including but not limited to finance records, statistical records, correspondence, and supporting documents pertinent to this contract for a period determined by the nature of the document, pursuant to state and federal records retention and disposition requirements, and after termination of this contract; provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law ; meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; all records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Assignment and Subletting. Provider shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the NWFPSC. Any such assignment or subletting without consent shall be void and, at the option of the NWFPSC, is an event of termination of this Agreement.

Indemnification of Class Location. Provider agrees to hold NWFPSC harmless from any claims for damages caused by Providers use or occupancy of the Storage Area or the Class Area. Nothing contained herein shall impose any liability on Provider for consequential damages.

Insurance. Each party shall maintain general liability insurance in amounts no less One Million Dollars (\$1,000,000) per occurrence and annual aggregate and professional liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. A certificate of insurance evidencing this coverage and all required endorsements shall be furnished by both parties upon execution of this Agreement and insurance policy renewals. Vendor shall

name the City of Margate as Additional Insured in its insurance certificate and shall provide the City with the required endorsement for same.

Advertisement. Provider shall have the right to post a sign in the NWFPSC during the time periods that it has use of the Class Area.

Waiver. No failure of NWFPSC to enforce any term hereof shall be deemed to be a waiver.

Notices. Any notices which either party may or is required to give shall be given by mailing the same, postage prepaid, to Provider's address, or NWFPSC location at the address specified herein.

Non-Discrimination. The Provider and the NWFPSC shall comply with all anti-discrimination laws (including without limitation those relating to race, color, religion, sex, national origin, age, disability and handicap, and sexual orientation) which may be applicable to their respective activities pursuant to this Agreement and in business operations.


Venue. This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this Agreement knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Agreement, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

IN WITNESS WHEREOF, the parties have agreed as set forth above.

Fitness & Wellness Works

Northwest Focal Point Senior Center District



Signature

August 27, 2016

Date

Signature

Tommy Ruzzano

Printed Name

Board Chair

Title

Date

Signature

Karin Diaz

Printed Name

Project Director

Title

Date

EXHIBIT A

Name of Premises: Northwest Focal Point Senior Center District

Address: 6009 NW 10th Street
Margate FL 33063

Phone: 954-973-0300

Contact Person: Karin Diaz

Contact Title: Project Director

Contact Phone: 954-973-0300

Contact email: karindiaz@margatefl.com

Provider Name: Fitness & Wellness Works

Provider Address: 934 N. University Drive, Suite 219
Coral Springs, FL 33071

Contact Person: Rafael Canelo

Contact Title: Founder & Chief Executive Officer

Contact Phone: (954) 465-6900

Provider email: rcanelo@fitnessandwellnessworks.com

Proposed Classes Scheduling:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday