

## **Health Care Exercise Instructor Services Agreement**

This agreement "Agreement" is made between Ayheza Newell Ezrin, a certified Zumba Gold instructor, located at 531 N Ocean Blvd. #1405, Pompano Beach FL 33062, herein called "Instructor", and Northwest Focal Point Senior Center District, located at 6009 NW 10<sup>th</sup> Street, Margate FL 33063, herein called "NWFP".

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

Premises. The premises under this Agreement are as follows: (i) a Class Area ("NWFP"), and (ii) an area mutually agreed upon by the NWFP and Instructor that is capable of storing equipment that Instructor needs to conduct its exercise classes ("Storage Area"). Instructor shall have access to the Storage Area as needed during the term of this Agreement. The Class Area shall be available to Instructor 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 Instructor shall have use of the Class Area shall be mutually agreed upon by both parties. Instructor and clients shall have the right to use the common areas, restrooms and dressing rooms in connection with Instructor's permitted uses of the premises.

Use. Instructor shall use the premises for health care exercise classes, and related purposes. The premises shall be used for no other purpose. Members of NWFP may attend the Instructor's classes. Instructor shall provide music and stereo.

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

### Term of Agreement.

This contract will begin on May 16, 2018 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end on May 15, 2020, with the option to renew upon the same terms for three (3) additional one-year periods.

Cancellation and Renewal. This Agreement may be terminated within fourteen (14) days prior written notice by Instructor to NWFP, or amended as mutually agreed by both parties. This Agreement shall be automatically renewed for successive one year terms after the initial Term unless either party gives notice of termination at least ninety (90) days prior to the expiration of the current Term of the Agreement or the Agreement has been terminated by Instructor.

Care and Maintenance of Premises. Instructor 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 accepted. Instructor shall be responsible for the Class Area only during the time periods that Instructor has use of the Class Area.

Alterations. Instructor shall not, without consent of NWFP, make any alterations, additions, or improvement, in to or about the premises.

Ordinances and Statues. Instructor shall comply with all statues, 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 Instructor.

Assignment and Subletting. Instructor shall not assign this Agreement or sublet any portion of the premises without prior written consent of the NWFP. Any such assignment or subletting without consent shall be void and, at the option of the NWFP, may terminate this Agreement.

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

Insurance. Each party shall carry its own liability insurance with a minimum of \$1 million per occurrence. Each party shall be included as an additional named insured on the other's policy.

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

Waiver. No failure of NWFP 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 Instructor's address, or NWFP location at the address specified herein.

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 Zumba Agreement.docx of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby 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 contract, 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.

**Health Care Exercise Instructor**  
**Ayheza NEWELL**

**Northwest Focal Point Senior Center District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Arlene Schwartz

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 10<sup>th</sup> 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](mailto:karindiaz@margatefl.com)

Instructor Name: Ayheza Newell

Instructor Phone: 305-606-3018

Instructor Address: 531 N Ocean Blvd. #1405, Pompano Beach FL 33062

Instructor email: [ayhezan@hotmail.com](mailto:ayhezan@hotmail.com)

Proposed Classes Scheduling:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:30-10:30am	9:30-10:30am			9:30-10:30am	
3:00-4:00pm		3:00-4:00pm			