



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: February 20, 2018	Department: Parks and Recreation
Meeting Date: March 6, 2018	Department Head: Brad Raney
	Presenter: Consent Agenda

**Subject:**

Approval of Pound Host-Facility Agreement for Part-time Aerobics Staff Training from Pound Rockout Workout, LLC in September, 2018.

**Background/Alternatives:**

Our Health and Fitness classes are a very popular option for the patrons at the Green River Recreation Center. The Water Aerobics program saw 3,631 participants and the Land Aerobics saw 7,005 for a total of 10,636 participants for the year of 2017. Bringing this training to our Instructors will increase their knowledge, creativity and motivation while increasing quality to these growing programs.

This training will be promoted on the Pound website and open to other interested parties, not just City employees. Pound and the Green River Parks and Recreation Department will advertise the event via direct mail, email and social media to area gyms and instructors.

This type of training should be highlighted as an investment in our members and a way to provide a better service to them....the benefit the city receives from that promotion will result in happy members.

**Attachments:**

Attachment A—Pound Host-Facility Agreement

**Fiscal Impact:**

In exchange for the use of the Recreation Center for the training, the facility receives 1 free registration. As we have done with other training the Parks and Recreation Department has hosted in the past, the Recreation Supervisor will use the free registration and attend the training. The continuing education units will help keep her fitness certifications current. Part-time Instructors will be responsible for paying their registration fees, although they will be compensated at their hourly rate for the hours they are in training (see below).

**Staff Impact:**

Part-time Fitness Instructors will be encouraged to attend the workshop. The Parks and Recreation Department has hosted several similar fitness training sessions in the past. Although it has been four years since we have hosted, they always provide major benefits for our Instructors and ultimately our customers. One major benefit to having the training in Green River is that the Instructors can attend the training without the costs of travelling out of town.

**Legal Review:**

This city council report and attachment was approved by the City Attorney on\_\_\_\_\_.

**Suggested Motion:**

I move to approve the of Pound Host- Facility Agreement for Part-time Aerobics Staff Training from Pound Rockout Workout, LLC in September, 2018.



<b>Facility Name:</b>		<b>Training Date:</b>	
<b>Facility Phone No.:</b>		<b>Training Time:</b> <b>*8 hour training day needed</b>	
<b>Facility Address:</b>		<b>Shipping Address:</b>	
<b>City, State, Zip:</b>		<b>City, State, Zip:</b>	
<b>Contact Person:</b>		<b>Facility Website:</b>	
<b>Contact's E-mail:</b>		<b>Facebook:</b>	
<b>Contact's Phone No.:</b>		<b>Capacity for Training:</b>	
<b>Day of Training Point of Contact:</b>		<b>Phone Number:</b>	

By signing up as a host facility for Pound Training (“Training”), the above referenced facility (“you” or “host facility”) and Pound Rockout Workout, LLC (“Pound”) each agree as follows as of the execution date set forth below (“Effective Date”):

1. Pound authorizes you to host the Training to be taught only by a Pound Master Trainer on the dates listed above.
2. In exchange for your hosting of the Training, you will receive one (1) free registration for a person of your choice at the scheduled Training listed above.
3. As the host, you agree to co-promote the training to fulfill a minimum requirement of ten (10) paid registrations. You are not financially responsible for securing the paid registrations.
4. Pound will promote the Training with the goal of selling all available registrations beyond the ten (10) (as contemplated by Paragraph 2 above). Pound will request each registrant execute Pound’s general release, consent and liability waiver in a form that releases and holds both you and Pound harmless for any injuries or damages suffered as a result of the Training.
5. This agreement shall commence on the Effective Date and continue through the day of the Training listed above. The parties may mutually agree to extend this agreement. Should the minimum number of registrations for a scheduled Training not be obtained, Pound may terminate such scheduled Training and/or this agreement upon notice (email or phone notification suffices) to you with no penalties. If you terminate a scheduled Training for any reason other than a circumstance that occurs outside of your control such as a natural disaster or act of God, You agree to pay Pound a termination fee in the amount of either (depending on date of termination) (a) five hundred dollars (\$500) if you terminate a scheduled Training or this Agreement ten (10) days or earlier before a corresponding scheduled date of Training, or (b) fifty percent (50%) of the aggregate dollar amount paid for all registrations for such corresponding scheduled Training if you terminate the scheduled Training or this Agreement within ten (10) days prior to a corresponding scheduled Training.

6. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever. Each individual set forth below represents that he/she is duly authorized to execute this sheet and that this document shall be binding on the party for which the person signs. This sheet may be executed and delivered by facsimile or email.
  
7. The parties agree to mutually indemnify, defend, protect and hold the indemnified party and its officers, directors, managers, members, employees, contractors and affiliates harmless from any and all claims, demands, judgments, costs or any other liability, including reasonable attorney's fees and costs that may incur as a result of or arising from (a) the indemnifying party's breach of any representation or covenant in this Agreement, or (b) which result from the indemnifying party's employees, contractors, agents or affiliates negligence.
  
8. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT POUND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO POUND WORKOUTS ANY SERVICES OR PRODUCTS PROVIDED BY POUND IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE THEREOF. POUND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, POUND WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE CLASSES, POUND WORKOUTS OR AUTHORIZED PRODUCTS , EVEN IF POUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS EXPRESSLY INDICATED IN THESE TERMS OR THIS AGREEMENT, UNDER NO CIRCUMSTANCE WILL POUND'S LIABILITY EXCEED THE LESSER OF THE AMOUNT OF FEES PAID BY YOU DURING THE PRIOR TWELVE (12) MONTHS OR ONE HUNDRED DOLLARS (\$100).

<b>AGREED BY (INSERT NAME BELOW):</b>		<b>ACCEPTED BY:</b>	
		<b>Pound Rockout Workout, LLC</b>	
SIGNATURE (BELOW)	DATE (BELOW)	SIGNATURE (BELOW)	DATE (BELOW)
<b>NAME AND TITLE (BELOW IF APPLICABLE)</b>		<b>NAME AND TITLE (BELOW)</b>	
		Kirsten Potenza, CEO	

Host Facility Number:  
(For Internal Use Only)