



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: March 6, 2019	Department: Parks and Recreation
Meeting Date: March 19, 2019	Department Head: Brad Raney
	Presenter: Consent Agenda

Subject:

Approval of Pound Host-Facility Agreement for Part-time Aerobics Staff Training (and outside interested parties) from Pound Rockout Workout, LLC in June, 2019.

Background/Alternatives:

The Green River Recreation Center hosted a Pound Pro Training in September, 2018. It was attended by five City of Green River Staff and six Instructors from Casper, Riverton, Pinedale and Utah. We introduced the Pound Classes at the Green River Recreation Center in January, 2019. They have been extremely popular with our customers, including our senior citizens. The Sunday training will train the Instructors to teach the kid-version of the class, "Generation Pound." We could expect to add this class to our schedule in the Fall or Winter months, 2019/2020.

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 for Saturday, June 29, 2019

Attachment B—Pound Host-Facility Agreement for Sunday, June 30, 2019

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. This training provides 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 Pound Host- Facility Agreement for Part-time Aerobics Staff Training from Pound Rockout Workout, LLC in June, 2019.



POUND HOST-FACILITY AGR

Facility Name:	Green River Recreation Center	Training Date:	Saturday, June 29, 2019
Facility Phone No.:	(307) 872-0511	Training Time:	9am - 5pm
Facility Address:	1775 Hitching Post Drive	*8 hour training day needed	
City, State, Zip:	Green River Wyoming 82935	Shipping Address:	1775 Hitching Post Drive
Contact Person:	Sherry Schumacher	City, State, Zip:	Green River, Wyoming 82935
Contact's E-mail:	sshumacher@cityofgreenriver.org	Facility Website:	www.cityofgreenriver.org
Contact's Phone No.:	(307) 872-0517	Facebook:	Green River Parks + Recreation
Day of Training Point of Contact:	Sherry Schumacher	Capacity for Training:	20
		Phone Number:	(307) 871-2936

By signing up as a host facility for Pound Training ("Training"), the above referenced facility ("you" or "host facility") at 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 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 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 contem Paragraph 2 above). Pound will request each registrant execute Pound's general release, consent and liability w form that releases and holds both you and Pound harmless for any injuries or damages suffered as a result of the T
5. This agreement shall commence on the Effective Date and continue through the day of the Training listed above. Th may mutually agree to extend this agreement. Should the minimum number of registrations for a scheduled Traini obtained, Pound may terminate such scheduled Training and/or this agreement upon notice (email or phone no suffices) to you with no penalties. If you terminate a scheduled Training for any reason other than a circumstance th outside of your control such as a natural disaster or act of God, You agree to pay Pound a termination fee in the ai either (depending on date of termination) (a) five hundred dollars (\$500) if you terminate a scheduled Trainin Agreement ten (10) days or earlier before a corresponding scheduled date of Training, or (b) fifty percent (50% aggregate dollar amount paid for all registrations for such corresponding scheduled Training if you terminate the s Training or this Agreement within ten (10) days prior to a corresponding scheduled Training.

Pound Rockout Workout, LLC • 5890 Blackwelder St. Suite B, Culver City, CA 90232
P: 310-601-4728 F: 877-830-1690 • E: info@poundfit.com • POUNDFIT.com

6. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether or implied, or the power to bind the other party in any respect whatsoever. Each individual set forth below represents he/she is duly authorized to execute this sheet and that this document shall be binding on the party for which they 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, members, employees, contractors and affiliates harmless from any and all claims, demands, judgments, costs or 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 indemnified party's negligence, agents or affiliates negligence.

8. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT POUND MAKES NO REPRESENTATIONS OR WARRANTIES, 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 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 OF OR RELATED TO THE AGREEMENT, THE CLASSES, POUND WORKOUTS OR AUTHORIZED PRODUCTS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS EXPRESSLY INDICATED IN THESE TERMS AND CONDITIONS OF AGREEMENT, UNDER NO CIRCUMSTANCE WILL POUND'S LIABILITY EXCEED THE LESSER OF THE AMOUNT OF FEES YOU PAY DURING THE PRIOR TWELVE (12) MONTHS OR ONE HUNDRED DOLLARS (\$100).

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

Host Facility Number:
(For Internal Use Only)



POUND HOST-FACILITY AGR

Facility Name:	Green River Recreation Center	Training Date:	Sunday, June 30, 2019
Facility Phone No.:	(307) 872-0511	Training Time: *8 hour training day needed	9am-5pm
Facility Address:	1775 Hitching Post Drive	Shipping Address:	1775 Hitching Post Drive
City, State, Zip:	Green River, Wyoming 82935	City, State, Zip:	Green River, Wyoming 82935
Contact Person:	Sherry Schumacher	Facility Website:	www.cityofgreenriver.org
Contact's E-mail:	sshumacher@cityofgreenriver.org	Facebook:	Green River Parks + Recreation
Contact's Phone No.:	(307) 872-0517	Capacity for Training:	20
Day of Training Point of Contact:	Sherry Schumacher	Phone Number:	(307) 871-2936

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6. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether or implied, or the power to bind the other party in any respect whatsoever. Each individual set forth below represents he/she is duly authorized to execute this sheet and that this document shall be binding on the party for which they sign. 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, members, employees, contractors and affiliates harmless from any and all claims, demands, judgments, costs or 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 negligence.

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		Kirsten Potenza, CEO	

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