



8041 Cessna Avenue, Suite 200
Gaithersburg, MD 20879

(GOLD) PREVENTIVE MAINTENANCE AGREEMENT:

This agreement is established between Heartline Fitness and Town of Nags head Wellness Center this 7th day of October, 2015. See Appendix A for equipment covered under this Agreement. All equipment is located at the site name and address below:

Site Name/Location:

Town of Nags Head Wellness Center
5401 S. Croatan Hwy
Nags Head, NC 27959

Billing Address:

(If different from site location)

Services Provided

Effective the date of this Agreement Heartline will perform the Preventive Maintenance (PM) of cardiovascular and strength services described herein, (2) times per year through its own work force. Inspections include up to (3) hours of labor. There will be no charge to the customer for equipment under warranty – excluding upholstery and cables.

- a. Test cardiovascular equipment for proper operation
- b. Clean cardiovascular equipment per manufacturer recommendation
- c. Inspect treadmill belts and decks for signs of wear
- d. Remove treadmill motor shrouds and vacuum internally
- e. Lubricate treadmill belts and decks per manufacturer recommendation
- f. Inspect elliptical mechanical parts for signs of wear
- g. Check bike chains, cranks, pedals and straps and replace as required
- h. All machines will be serviced on each visit unless otherwise noted
- i. Inspection and general maintenance of all strength training equipment, including but not limited to: adjusting cables, belts, pulley alignment, tightening bolts and adjusting range of motion cams
- j. Heartline Fitness 10 point maintenance inspection for your review
- k. \$31 parts allowance for each service visit to cover worn parts and for minor repairs

How to Contact Heartline Fitness for Service

1. Go to Heartline's website at www.heartlinefitness.com and click the service wrench in the upper right hand corner of each web page and fill out a service request form,
2. Email Heartline at service@heartlinefitness.com
3. Call Heartline's Live Call Center (9:00AM – 5:00PM EST) at 800-262-3348

Term, Fee and Payment

The initial term of this agreement shall be paid for a period of one year from the effective date of this agreement. It will then automatically renew for additional one-year periods unless either party provides written intent not to renew 30 days prior to the end of each period.

The fee for this service is \$324.00 per visit (plus applicable tax).

All payment terms shall be Net 30. Any payments past 30 days may result in a credit hold and loss of Net 30 terms. We accept checks, Visa, MasterCard and American Express. A receipt will be provided if requested. We can also establish an Electronic Funds Transfer (EFT) for the customer to save time and further expense.

Service will be paid by: check credit card: EFT

All payments are to be sent to Heartline Fitness 8041 Cessna Ave Suite 200, Gaithersburg, MD 20879

*As a contracted client, a reduced labor charge (\$76.00/hour) will be billed for additional inspections or situations that require further labor over and above the PM contract's labor allotment on equipment not under warranty. If a piece of equipment should need repair/service between inspections, the reduced labor charge of \$76.00/hour plus parts will be billed. These additional repair/service visits will also incorporate a \$65.00 travel time fee.

*Any parking charges incurred by Heartline while on the customer job site will be billed to the client.

Taxes

Any and all applicable taxes shall be added to any of the charges specified.

Insurance

Heartline will, during the term of this Agreement, maintain at its expense: Comprehensive General Liability Insurance or Commercial General Liability Insurance. Policy limits shall not be less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, umbrella liability coverage of an additional \$5,000,000 per occurrence and \$5,000,000 aggregate.

Assignment

This Agreement may be transferred to a new owner along with the ownership of the covered equipment, only with the prior written approval of Heartline. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

Entire Agreement

This Agreement sets forth the entire Agreement between the parties hereto and supersedes all prior agreements, promises or representations. In no event shall any terms and conditions contained or referenced in any purchase order or other documents submitted by the Customer be of any force or effect.

Governance

This Agreement is governed by the laws of the State of North Carolina, without regard to principles of conflict of law.

Appendix A: Equipment to be serviced under this contract:

QTY	Make/Model	Serial Number
1	Smooth Fitness Agile DMT Elliptical	
1	Stair Master 4000 PT	
1	BH Fitness Sport Treadmill	
1	Jacob's Ladder 2	
1	Precor EFX 546 Elliptical	
1	Endurance B2.5 Recumbent Bike	
1	Endurance 250 Spin Bike	
1	Concept 2 Rower	
1	Body Master Cable Crossover CM292	
1	Body Master Lat. Pull-down CM240	
1	Body Master Shoulder Press CM280	
1	Body Master Incline Press CM264	
1	Body Master Leg Press CM424	

Heartline Fitness Systems

Authorized Signer: *Cody Ogle*
 Name/Title: Town Manager
 Date: 10-29-15
 Phone: 252-441-5508
 Fax: 252-441-0776
 Email: _____

Authorized Signer: *Rob Burgess*
 Name/Title: Rob Burgess - Contracts Admin
 Date: 10/30/2015

Contact for Service: Cody Mc Kinney Cody.McKinney@hagsheadnc.gov
 Contact for Billing: Robert Thuman Robert.Thuman@hagsheadnc.gov

**** Please fax completed and signed contract to 301-330-5479 or scan and email to service@heartlinefitness.com**
