

G.E.S.CO

GYM EQUIPMENT SERVICES COMPANY

Agreement

Property

Property: JOHNSON COUNTY

Contact: **BEC WALSH**

Phone: 817-556-6384

Address: 1102 E KILPATRICK SUITE B
CLEBURNE, TX 76031

Email: rwalsh@johnsoncountytexas.org

Fitness Center

Cardio: ___ Treads ___ Ellipticals ___ Steppers ___ Bikes

Strength: ___ Selectorized ___ Plate-Loaded ___ Free Weights

Contract Information

GESCO agrees to provide the following:

PREVENTATIVE MAINTENANCE SPECIFICATIONS (PM)

- Perform regularly scheduled maintenance inspections, at **Quarterly** intervals.
- Inspect, lubricate, thoroughly clean, and make ordinary adjustments to the equipment to be performed by a GESCO representative during each visit covered by this agreement.
- 1 Service calls per Quarter at no charge to Customer. Additional Service Calls will be \$75 per call.

WELLNESS SERVICES TO YOUR STAFF AND RESIDENTS: This is on a separate contract

- **FREE FOR STAFF AND MANAGEMENT!**
- Great amenity to sell to residents at an awesome discount, or even include in rent!
- *GESCO creates your Complete Wellness Portal with a "health coach", which combines your Health IQ, Health Report and Personal Goals into a program that works specifically with and for you. Your "health coach" plans your program, instructs and directs you, motivates you, and you earn points (which gives you discounts to purchase fitness products) for your activities and accomplishments.*

FITNESS SERVICES TO YOUR RESIDENTS: This is on a separate contract

GESCO will provide a single COMPREHENSIVE FITNESS CONSULTATION including:

- Fitness Center Tour,
- Comprehensive Fitness assessment, and
- Personal Training Session to every resident who sets an appointment with GESCO. These single time services will be free of charge to resident.

FITNESS CLASSES (optional) These are on a separate contract

GESCO will provide a total of ___ class sessions per month to community residents on the agreed upon days and times. Classes will have a duration range of 1 hour or more depending on the type of class.

ADDITIONAL BENEFITS

- Fitness Equipment & Parts Purchases - 10% discount off the total price for residents.
- Personal Training Packages - 20% discount off the total price for residents; additional discounts for community management and staff.
- Customer may also use the staff of GESCO for special community functions (health awareness day, pool parties, etc.) at the discretion of GESCO.

Customer agrees to:

1. Pay the invoices as indicated by this agreement. Our invoices are DUE on RECEIPT. We will assess a late penalty fee on all invoices 30 days past due.
2. Allow GESCO representatives, as they deem necessary, to start and stop, and periodically suspend the operation of the Equipment in order to provide services covered by this agreement.
3. Allow any needed forms of access enabling the staff of GESCO the ability to provide the services laid out in the agreement.

Coverage under this agreement excludes rebuilding equipment, moving equipment, or any services when customer has not paid as agreed.

GESCO will not be responsible for any delay or failure to perform when both are due to causes beyond GESCO'S control.

This agreement may be terminated by either party at anytime with 30 days advance written notice. Notice must be sent via certified mail to the home office to be effective.

Both parties agree to indemnify and hold the other party; its officers, agents and employees harmless from any injury, loss, damage, claim, or cause of action by any negligent act or misconduct, on the part of the other party, granting indemnification in connection with the performance of that party's obligation under this agreement. Johnson County's indemnity is subject to the limitations of the Texas Constitution and the Texas Tort Claims Act.

PAYMENTS AND COMPENSATION

Proposed Charge for Quarterly Preventative Maintenance: \$ 298.00 per Quarter for 36 Months,
Billed Quarterly \$ 298.00 . (This includes \$100 fuel charge)

DURATION

Initial Date: 9 / 1 /2013 Term: 36 months Renewal Date: 8 / 31 /2016

The above parties hereby agree that upon commencement of this contract, both parties will adhere to the purposes, terms, and conditions of this contract for three years.

After contract time period ends, this contract will revert to a month-to-month agreement and will continue in that fashion until a new contract is executed or a thirty-day (30) written cancellation notice is given. Either party may, without cause, cancel this agreement with a written thirty-day (30) notice.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this contract, and have signed this contract on the day and year first written above.


Property Representative Signature

9/23/13
Date

Printed Name
Brandy Crocker
GESCO Representative Signature

9-19-13
Date

Brandy Crocker
Printed Name

GESCO
Attn: Brandy Crocker
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Azle, TX 76020
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geservco.com