



City of Othello Corporate Membership Agreement 1.27.2015

- This Memorandum of Understanding (hereinafter referred to as “Agreement” solely for ease of reference) is only between the City of Othello (“Othello” or “City”) and Anytime Fitness Othello, WA (“Anytime Fitness”).
- Anytime Fitness membership’s affected by this Agreement are only those of City employees and members of employees’ household that are 18 years old and older (collectively referred to as “qualified members”).
- This Agreement with Othello is to provide a discounted rate for qualified members for one year after this Agreement is executed, and thereafter until terminated in writing by either Anytime Fitness or the City.
- The rate for Othello employees (and qualifying household members of employees) is \$29 plus sales tax per person, per month for as long as a minimum of 6 Othello employees and household members of employees are enrolled. The monthly payment shall be made by each employee to Anytime Fitness.
- Monthly dues may be collected by Anytime Fitness as a payroll deduction for each enrolled employee/family member, with the employee paying for all authorized household members. The payroll deduction is voluntary and is effective only if and when a payroll deduction authorization is signed by the applicable City employee and provided to the City’s payroll department.
- If an enrolled Othello employee elects to pay their monthly Anytime Fitness dues as a payroll deduction, the City of Othello may make the payment in the form of a check or electronic funds transfer from City of Othello to Anytime Fitness Othello, WA. Such payments shall be deducted from the wages owed by the City to the employee, and shall be paid to Anytime Fitness within the first two weeks of each month.
- Upon request by Anytime Fitness, the City will supply Anytime Fitness with a list of employees (including their household members whom the City is aware have memberships with Anytime Fitness) who have signed payroll deduction authorizations for Anytime Fitness dues, in order for Anytime Fitness to verify employment.
- The agreement for Anytime Fitness services for each City employee/family member, whether or not they pay via payroll deduction, will be by and between the qualified members and Anytime Fitness. Anytime Fitness agrees that the City is not, and will not, be a party to any agreement between Anytime Fitness and any member.
- Each qualified member of Anytime Fitness will be personally responsible for a \$20 key fee, plus sales tax, to Anytime Fitness at time of sign up for each person. Consistent with the immediately preceding paragraph, the City shall not be responsible for any City employee/family member’s use of this key or Anytime Fitness facilities or property.



- All qualified members participating in this agreement will have access to all Anytime Fitness gyms after 30 days from sign up, but must use the Othello, WA Anytime Fitness more than half of the time to keep the reduced rate.
- Current Anytime Fitness members who are also City employees (or persons who are 18 years or older and household members of City employees) may be included in this agreement with all it's terms.
- City employees may become members of Anytime Fitness and obtain the discounted rate identified herein at anytime during the entire life of this Agreement as long as there are a minimum of 6 City employee/household members contracted with Anytime Fitness.
- Termination of an employee immediately releases the City from any obligation to the employee to pay that employee's (including household members) dues to Anytime Fitness via payroll deduction. Consistent with other disclaimers of liability herein, the City does not owe any obligation to Anytime Fitness under this Agreement.
- Within 30 days, the City will notify Anytime Fitness of any termination of employment of a City employee who (a) is an Anytime Fitness member and (b) whose dues were paid by payroll deduction.
- The City is not liable to Anytime Fitness for the payment of any membership fees. The City is not liable to Anytime Fitness or any other person for a qualified member's use of Anytime Fitness facilities or property of any kind in any manner whatsoever.
- This Agreement shall be interpreted under Washington law. Any litigation instituted to enforce any provision of the Agreement shall be brought in Adams County Superior Court for the State of Washington. The substantially prevailing party in litigation interpreting or enforcing any provision(s) of this Agreement shall be entitled to recover their attorney fees and costs incurred in connection with the litigation.

Signed Janelle Andersen
 Janelle Andersen Owner
 Anytime Fitness Othello, Wa.

Date 2/25/15

Signed Shawn R Logan
 Print Name Shawn R Logan

Date 2-24-15
 Position Mayor