



PREVENTATIVE MAINTENANCE AGREEMENT

7823 N Dale Mabry Hwy Suite 107 Tampa FL 33614
P. 813.870.2966 F. 813.870.2896
service@fitrev.com

Prepared for: The City of North Port, Florida on behalf of The North Port Police Department

Purpose of Agreement:

This agreement* specifies the services; timeframe and pricing pertaining to preventative maintenance (PM) and repair services FITREV will provide relative to the care of all fitness equipment. During the first PM visit, FITREV will identify and record the specific models and corresponding serial numbers of equipment to be maintained under this agreement.

Preventative Maintenance Services:

FITREV will provide 4 PM services PER YEAR. The full range of PM service includes: mechanical inspections, lubrication, adjustments and repair recommendations to reduce unexpected breakdowns. An internal cleaning of the mechanical compartment is included in this service along with an exterior wipe down. The City of North Port Police Department will receive 4 PM services from 04/01/2024 and continue for a term of one (1) year; expiring on the anniversary date of the initial purchase of the PM Agreement. Agreement may be canceled with a 30-day written notice at any time**.

Preventative Maintenance Charge:

The services fee is \$155 per service. The PM services fee shall cover all services described previously but shall not cover costs of any parts, materials or supplies as may be necessary or requested by the customer. These will be billed separately as such costs occur. All PM invoices will be submitted to customer upon receipt of the service order provided by the service tech who performed the service call. Service will be suspended if an invoice is unpaid for more than 45 days.

Payments:

Invoices are due upon receipt and payments must be received within fifteen (15) days of receipt of invoice in order to avoid service interruptions. If any PM/Service invoice goes unpaid for more than ninety (90) days, the PM agreement will be terminated, and no further service will be provided until account is brought to current. If non-payment exceeds the ninety (90) day period and account is paid in full preventative maintenance and service will be reinstated upon signing a new preventative maintenance agreement.

Repair Fees:

FITREV will provide full repair services based upon scope of work agreed to by the customer. All repairs will be quoted in advance including all parts and labor costs. Labor rate is \$80/hour (our regular rate is \$88/hour) plus any parts and shipping. The customary service charge of \$88.00 is reduced to \$65 when a preventative maintenance agreement is in place.

*PM agreements left unsigned are good for 90 days and include only the equipment listed on page 3

**Additional equipment can be added after the agreement is in place with an analysis and new agreement

Notices:

All notices required pursuant to this Agreement shall be in writing and sent via certified mail, return receipt requested.

For FitRev:

FitRev, Inc.
7823 N. Dale Mabry Highway, Suite 107
Tampa, Florida 33614

For City:

City of North Port, Florida
Attn: City Manager
4970 City Hall Boulevard
North Port, Florida 34286

With copies to the following:

City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

Independent Contractor:

The relationship between FITREV and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. FITREV retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.

FITREV is not entitled to any salary or benefits other than the compensation described above of this Agreement. FITREV must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

NON-EXCLUSIVITY:

This Agreement is non-exclusive, and the City may enter similar agreements with multiple similar entities. FITREV is assured no minimum amount of services or fees under this Agreement. The City reserves its option to perform the same or similar services in-house or through others at its sole discretion.

Indemnity:

1. TO THE EXTENT PERMITTED BY FLORIDA LAW, FITREV ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF FITREV, OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY FITREV IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

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2. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT FITREV MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY FITREV IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
3. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON FITREV'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
4. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.
5. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

Further, the FITREV shall fully indemnify, defend, and hold harmless the City of North Port, Florida from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

Termination:

Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to FITREV of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, FITREV shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. FITREV will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to FITREV for services that have not been performed or that are performed subsequent to the termination date.

Remedies:

The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

FORCE MAJEURE:

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 1. A strike or work stoppage, unless caused by a negligent act or omission of any Party;
 2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

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3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

6. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
7. The excuse of performance is no greater in scope or duration than required by the event of force majeure;
8. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
9. The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

Miscellaneous:

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.
- I. Assignment. FITREV shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. Neither Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. Neither Party shall administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family, or religious status, marital status, sexual orientation, gender identity, or expression or physical characteristics.

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Signature page to follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

FITREV, INC.

Printed Name: _____

Title: _____

Approved by the City Commission of the City of North Port, Florida on _____ 2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

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Treadmills	Cross- Trainers	Stairclimbers	Bikes	Strength	Spin Bikes
✓ Inspect drive belt	✓ Check tracks	✓ Clean friction belt	✓ Check Kevlar belt	✓ Lubricate rods	✓ Clean flywheel
✓ Inspect belts	✓ Lubricate lift	✓ Grease pivots	✓ Check seat	✓ Grease fittings	✓ Adjust flywheel
✓ Inspect flip deck	✓ Inspect wheels	✓ Check springs	✓ Lubricate chains	✓ Tighten nuts	✓ Clean chains
✓ Inspect rollers	✓ Inspect rollers	✓ Check cables	✓ Check cranks	✓ Check upholstery	✓ Clean frames
✓ Lubricate lift	✓ Inspect pad	✓ Lubricate chains	✓ Check alternator	✓ Adjust plates	✓ Adjust tension
✓ Inspect wheels	✓ Check flywheels	✓ Check shocks	✓ Check electronics	✓ Check cables for proper tension and damage	✓ Lubricate tension
✓ Inspect pads	✓ Diagnose errors	✓ Check handrails	✓ Check Kevlar belt		✓ Lubricate pedals
✓ Inspect feet	✓ Check stride	✓ Clean friction belt	✓ Check seat		✓ Lubricate bearing
✓ Diagnose errors	✓ Check tracks	✓ Grease pivots	✓ Lubricate chains		✓ Lubricate chains
✓ Check mileage	✓ Lubricate lift	✓ Clean interior mechanical compartment	✓ Check cranks		✓ Lubricate seat
✓ Check amp draw	✓ Clean interior mechanical compartment		✓ Check alternator		✓ Lubricate knobs
✓ Clean interior mechanical compartment			✓ Clean interior mechanical compartment		

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Best practices between PM services

- Your equipment, especially your cardio equipment, attracts dust. To prolong the life and health of your fitness equipment, it is important to vacuum your fitness room making sure to **get under and around all fitness equipment** as well as the corners of the room at least once a week. The more often this is done, the better it is for your equipment - dust build up impacts the wear and mechanics of your equipment.
- Your equipment needs to be wiped down with an approved cleaner such as Simple Green (30pp water to 1pp solution) from top to bottom - focusing on areas where sweat drips to prevent corrosion and rust, not to mention the spread of illnesses.

We are here to help you provide your members/customers/residents and patients with the best possible fitness experience. Please feel free to reach out with any questions, concerns or if your equipment is in need of repair in between PM calls.

Our standard hours of operations are as follows:

Monday thru Friday: 8:30am - 5:00pm
Saturday and Sunday: Closed