

Reso 23-023

Letter of Agreement

CRUNCH FRANCHISING, LLC & City of Powder Springs

This Agreement, dated as of October 11, 2022, is made by and between CRUNCH FRANCHISING, LLC ("CRUNCH") and City of Powder Springs

Section 1. Description of Services

- A. CRUNCH agrees to provide all eligible employees (including spouse/domestic partners/same household) who choose to participate in this program, access to the facilities and services in accordance with the selected membership type chosen by the employee. The membership is subject to the pricing terms of this agreement, at no cost to the employer.

Section 2. Marketing

- A. CRUNCH agrees to provide and/or distribute promotional materials with special offers monthly.
- B. The company agrees to distribute and/or communicate promotional materials to employees on a monthly basis.

Section 3. Membership Plan

- A. CRUNCH will offer an initial rate of:
 - \$24.99 per month for PEAK RESULTS membership/nationwide Franchise access
- B. City of Powder Springs agrees to pay CRUNCH the employee's first month dues upon enrollment.
- C. Each month, City of Powder Springs will be required to pay the monthly dues charges for each City of Powder Springs employee.
- D. State sales tax will be applied to membership dues and initiation fees where applicable.
- E. All payments must be made by City of Powder Springs by valid billing method on file. Any late/declined payments are subject to late/decline fees at CRUNCH's discretion.
- F. CRUNCH requires ten (10) employees to join under this corporate plan.
- G. This membership is only available at participating CRUNCH Franchise locations.
- H. The pricing will be effective for 1 year and is open to further adjustments after the one-year period.
- I. Employee membership cancellations must be submitted in writing at least (15) days prior to the next bill date.

Section 4. Entire Agreement

- A. This agreement is non-transferrable and cannot be assigned to any third party without the approved prior written consent of CRUNCH.
- B. Neither party shall use the name, trade name, service marks, trademarks, trade, dress or logos of the other in publicity releases, or other advertisements without the other party's prior written consent. This agreement does not create a license or any other interest in the intellectual property of the other party, except as expressly provided herein.
- C. This agreement shall be deemed to have been made in the State of New York, and shall be construed and enforced in accordance with the law of the State of New York, without reference to principles of conflicts of laws thereof. The parties submit to the exclusive jurisdiction of the state and federal courts located in New York County, State of New York.
- D. This agreement and its terms are good for one year of sign date and can be extended for one additional year at a time, unless cancelled by either party with 60-day written notice.

As indicated by their signatures below, the parties hereto agree to the terms and conditions outlined above as of the Effective Date of this agreement.

CRUNCH

Nadine Quiroz

Name: _____

Signature:  E-SIGNED by Nadine Quiroz on 2023-03-13 21:52:50 GMT _____

March 13, 2023

City of Powder Springs

Name: Albert Thurman, Mayor

Signature: Albert Thurman Date: 1/23/23