

**PERSONAL TRAINING AGREEMENT FOR
G.T. BRAY RECREATION CENTER**

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as “County” and _____, herein after referred to as “Contractor.”

WHEREAS, the Manatee County Board of County Commissioners has adopted Resolution R-18-043 authorizing the Director of the Parks and Natural Resources Department or his designee to enter into this Agreement with the Contractor to provide personal training services for members of G.T. Bray Recreation Center; and

WHEREAS, the Contractor desires to provide personal training services for members of the G.T. Bray Recreation Center; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the Contractor.

NOW THEREFORE, the County and the Contractor in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows.

1. **Services:** The Contractor agrees to provide non-exclusive personal training service(s) associated with the County Parks and Natural Resources Department, hereinafter referred to as “Department” at G.T. Bray Recreation Center.
 - a. As this Agreement is not exclusive, the parties agree that Contractor is free to provide similar services to other persons or entities with the exception that such agreements shall not conflict with Contractor’s duties under this Agreement, and that Contractor does not use any County personnel, information, equipment, resource or asset to provide such other services.
2. **County Requested Services:** The parties agree that when the County desires the service(s) of the Contractor, it will provide Contractor with as much advance schedule notice as reasonably possible. While Contractor may decline to perform the service upon being provided the service request, unless the Contractor immediately declines to provide the service(s) expressly and in writing, then he/she shall be bound to adhere to the scheduled program and must provide the related service(s).
3. **Term:** This Agreement shall become effective on the date of execution first written above and shall remain in effect until December 31, 2019, unless terminated at an earlier date.
4. **Payment Schedule:** The Contractor agrees to perform the service(s) of this Agreement with a fee paid to the Department, pursuant to the Parks & Natural Resources Department Fee Schedule, adopted by the Manatee County Board of County Commissioners, which is currently as follows:

- a. 1-2 clients: \$___/hour session and \$___/30-minute session,
- b. 3-9 clients: \$___/hour session
- c. 10+ clients: \$___/hour session.

This fee shall be paid at the time of use at the G.T. Bray Recreation Center front desk and processed through the recreation software registration program. This fee is not refundable.

5. **Equipment Usage:** The service(s) shall be performed at the G.T. Bray Recreation Center and Contractor shall be authorized to utilize the equipment therein for the performance of the service(s). Contractor is obligated to clean and put away all fitness center equipment immediately after use. Contractor is permitted to utilize his/her own equipment; however, the County assumes no liability or risk for use.

6. **Membership:** When using G.T. Bray Recreation Center to provide personal training services, Contractor's clients shall be members of or obtain a daily pass to G.T. Bray Recreation Center at the time of the service. Additionally, Contractor must be a member of G.T. Bray Recreation Center or obtain a daily pass in order to use the facility for personal use.

7. **Compliance with Laws:** Contractor and his/her clients agree to comply with all rules, regulations, policies, and procedures of the G.T. Bray Recreation Center. Contractor, in his/her performance under this Agreement, shall comply with all applicable federal, state and local laws and regulations.

8. **Schedule; Non-Assignability:** Contractor understands that the County and the customers of the relevant recreational program are relying heavily on the Contractor to arrive at the program location in a timely manner to ensure the program is successfully provided. If for any reason Contractor is unable to meet the agreed schedule, Contractor shall immediately contact his/her Department contact and arrange for the program to be cancelled, or to allow the Department to identify an alternative service provider.

a. To ensure unauthorized or unqualified persons do not gain access to children or otherwise perform service(s) for the Department, under no circumstances is Contractor permitted to subcontract or otherwise assign his/her duty to provide service(s) to any other person without the express prior approval of the Department. Alternatively, if the Department maintains a list of authorized providers of the service(s) in question, Contractor may arrange coverage with that Contractor, but shall still inform his/her Department staff contact of the change.

b. Contractor agrees that if he/she fails to provide a scheduled service, the Department may, at its sole discretion, either suspend the Contractor from eligibility to provide service(s) or cancel this Agreement. Contractor further agrees that if the County experiences costs to cover the absence of Contractor, the County may require payment for the original service(s) from the Contractor.

c. For purposes of this Section, Contractor's Department contact is: _____. Contractor can reach his/her Department by phone: _____ or email: _____.

9. **Termination:** County has the right and authority to terminate Contractor at any time, with no refund, if Contractor does not follow this Agreement or fails to conduct him/herself in an appropriate manner. Furthermore, if any workout or exercise is deemed inappropriate or unsafe by County staff, this Agreement may be terminated.

a. Either Party may terminate the Agreement for any reason or no reason upon ten (10) days notice to the other Party. Upon termination, any funds due to County shall be paid by Contractor as provided for in Section 4 above.

10. **Independent Contractor:** Parties agree that the Contractor's status is that of an independent contractor. The manner and method the Contractor provides the service(s) shall be in accordance with the Contractor's professional discretion, guided only by the general program requirements, rules of a given sport, and general industry standards (if any) applicable to the provision of the service(s). Nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as an employee, agent or partner of County for any purpose, and Contractor is not entitled to any of the benefits afforded to County employees.

11. **Certification Requirements:** Contractor must maintain and present a current Personal Training Certification, CPR/AED. The County shall have the right to conduct background investigations of the Contractor, of its choosing, at any time during the term of this Agreement.

12. **Indemnification:** Contractor, his/her agents, successors, and assigns, shall indemnify and hold County harmless from all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to any and all persons or property caused by or sustained in connection with Contractor's performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance or law under State of Florida, and the defense of any such claims or actions. Nothing herein shall be interpreted as a waiver of the County's rights and protection from liability as set forth in Florida Statutes § 768.28, which rights are expressly retained by County. Contractor shall assume full responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under unemployment insurance, workers' compensation insurance, or social security and income tax laws with respect to the Contractor and his/her employees engaged in performance of this Agreement.

13. **Insurance:** Within 10 days following the execution of the contract and prior to beginning services at G.T. Bray Recreation Center, Contractor must provide a Certificate of Insurance certifying the following insurance coverage:

a. Minimum Limits

i. General Liability – Each Occurrence / Aggregate \$200,000 / \$300,000

ii. Property Damage \$200,000

b. Coverage must be afforded under a per occurrence policy form and endorsed to include "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. Coverage must remain in effect for the term of the contract, or for as long as the Contractor is utilizing G.T. Bray Recreation Center or other Manatee County

facilities.

c. Appropriate Certificates of Insurance shall be provided by the Contractor to the County prior to beginning services. Upon request by the County, Contractor shall promptly provide complete copies of relevant insurance policies.

14. **Duty to Report:** Contractor agrees that he/she is responsible to immediately report to the Department any injury, accident, or property damage which may occur during his/her provision of the service(s), and to cooperate in any subsequent investigation of the event.

15. **Disclaimer of Third-Party Beneficiaries:** This Agreement is entered into for the sole benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party.

16. **Notice:** All written notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

To the County: MANATEE COUNTY PARKS & NATURAL
RESOURCES DEPARTMENT
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: DEBBIE VOORHEES

To the Contractor: _____[NAME]_____
_____ [ADDRESS] _____
_____ [TELEPHONE] _____
_____ [EMAIL] _____

17. **Governing Law; Venue:** This Agreement will be interpreted in accordance with Florida law. Venue shall lie in Manatee County. In the event of any litigation between the parties concerning this Agreement, or the related service(s), each party shall bear its own attorney fees. This Agreement consists of the entire agreement between the parties and the parties agree that there are no other additional or supplemental agreements, verbal or in writing, between them, and that any amendment to this Agreement shall be by written amendment, signed by the parties.

18. **Headings:** All sections and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

19. **Construction:** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No Change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties,

20. **Severability:** Should any section, sentence or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Parks and Natural Resources Department

By: _____
Director

[Contractor's Name]

By: _____
Executive Director

Date: _____