

EnhanceFitness One Year Building Agreement

PURPOSE

The purpose of EnhanceFitness is to decrease the number of adults who engage in little to no physical activity. Enhance Fitness also strives to increase the number of adults who perform physical activities that heighten and maintain muscular strength and endurance.

This program has been documented to improve the overall functional fitness and well-being of primarily older adults; with all adults being served. Adults will participate in fitness classes held 3 times a week; providing social stimulation and various physical benefits; such as strengthening, flexibility and balance training.

AGREEMENT

This agreement stands between The National Kidney Foundation of Michigan, 1169 Oak Valley Dr Ann Arbor, MI 48108 and _____ from the dates of _____.

NKFM Contact Person: Kirstie Lewis, MSW, Senior Program Coordinator
Telephone: 734-222-9800 ext. 254
Email: klewis@nkfm.org
NKFM: www.nkfm.org

EnhanceFitness Site Contact: _____

Telephone: _____ **Email:** _____

RESPONSIBILITIES

- Follow EnhanceFitness protocols as established.
- Commit to 1 yr agreement of space to conduct EnhanceFitness classes.
- Maintain an adequate and secure space with appropriate seating, lighting, temperature control etc, for the program function.
- Provide adequate space for the safe and secure storage of equipment.
- Maintain adequate building liability coverage and provide proof of coverage to NKFM.
- Designate contact person for ongoing communication to NKFM, as needed.
- Contact NKFM regarding any building changes or concerns that prevent classes from being held for more than 3 days.
- Handle all client information in a private, confidential manner. Information shall not be disclosed without the individual's informed consent.

INDEMNITY

_____ shall indemnify, save and hold harmless NKFM from and against any and all expense and liability of any kind which NKFM may sustain, incur or be required to pay arising out of the Agreement; provided however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from willful or negligent acts or omissions of NKFM or any of its officers or employees. In the event _____ becomes involved in and/or is threatened with litigation, _____ shall immediately notify NKFM and NKFM may enter into litigation to protect the interests of NKFM.



TERMINATION & AMENDMENTS

Either party may terminate this Agreement at anytime by giving sixty (30) days prior written notice to the other party. This Agreement may be amended upon written approval of the parties at any time.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

NKFM may terminate this Agreement immediately upon written notice to _____ at any time prior to completion of this Agreement if, funding becomes unavailable for the service.

Upon first year completion/fulfillment of Agreement, _____ may renew agreement for second year of programming. Additional arrangements to be made for future continuation of EnhanceFitness at current location.

AUTHORIZATION

Signing below indicates the individual is duly authorized to enter into this Agreement on behalf of the organization, and assures compliance with the terms of this Agreement as described herein:

National Kidney Foundation of Michigan

Name / Title

Date: _____

Name / Title

Date: _____