

Corporate Wellness Agreement

Serving:

**City of Greenfield, Indiana**

10 South State Street

Greenfield, IN 46140-2364

**Date:** June 8, 2023

# J:\Public Files\Public Files\Logos\Hancock Wellness Center\JPG\Certified Medical Fitness Facility footer.jpgCorporate Wellness Program Agreement

# This agreement dated June 8, 2023 is made and entered into by and between Hancock Wellness Centers (HWC) and the City of Greenfield, Indiana (COMPANY).

# WITNESSETH

HWC agrees to provide to COMPANY, and COMPANY does hereby agree to adhere to the following terms, pricing, services, and scope of this corporate wellness agreement:

* Corporate Wellness Services to be Rendered
* Membership Pricing, Expanded Membership Options and Term-Lengths (Membership fees will be paid by the individual who might elect this option at the discounted rate)
* Membership Enrollment Fee Discounts
* Benefits and Perks for Member and Non-Member Employees of the COMPANY

Corporate Wellness Services and Programming as defined herein and rendered by HWC to COMPANY, can be accessed at the following locations and future eligible HWC locations that may come into existence prior to the termination of this agreement:

* 888 West New Road, Greenfield, Indiana
* 8505 North Clearview Drive, McCordsville, Indiana
* 4055 S. Roy Wilson Way, New Palestine, Indiana

HWC and COMPANY agree that the above will be rendered upon the following covenants, terms, definitions, descriptions, and conditions:

CORPORATE WELLNESS SERVICES. HWC will provide its best effort to deliver and promote Corporate Wellness Services to COMPANY employees. These include:

* + Membership Sign Up and Onboarding
    - Any COMPANY employee may become a member of HWC at any time by visiting any HWC facility and/or by working with HWC Member Services Representatives to execute a membership agreement of his or her choosing
    - Confirmation of employee’s relationship with COMPANY will be required to receive membership benefits, discounts, perks, and pricing highlighted herein
    - Onboarding includes orientation, facility tours, and initial assessments
  + Fitness Assessment: All new members are eligible to schedule a baseline fitness assessment at their convenience
  + Initial Workout Appointments: All new members are eligible to schedule an initial workout with HWC Exercise Specialists
  + Ongoing support from HWC Staff: Exercise Specialists are readily available for general support, exercise programming, and to answer member questions on an ongoing basis
  + Facility Access, Reciprocity, and Amenities with Membership: Employees of the COMPANY who become members in good standing in according to any membership type and term option below (“Wellness”, “Performance” or “Senior” Tracks) will receive full and reciprocal access to all HWC facilities, all facility amenities (locker rooms, pools, saunas, steam rooms, basketball courts, group exercise classes, etc) associated with his or her membership type, access to HWC staff, access to all equipment, and be eligible for additional offerings for purchase by and for COMPANY employees (such as personal training, nutrition, health coaching, biometrics, etc).

MEMBERSHIP TYPES AND PRICING. HWC will offer three types of expanded memberships for COMPANY employees, consisting of “Performance Track” Premium memberships, “Wellness Track” membership options, and a “Senior Track” membership options, each with multiple term lengths and individual/primary, couple/secondary, and family/additional member pricing to give employees flexibility in choosing an option that best fits their goals, expectations, and lifestyle. Membership monthly dues will be charged at the current rates, which at the time of this contract, are listed below. Fees are subject to change according to membership agreements executed by employee:

**Wellness Track** – Suitable for those looking to get healthy and stay healthy at any stage in life. Pricing is as follows (NOTE: $/month includes all members in associated category, i.e. a family of 4 with a family membership would only pay $94.00 per month in a 12-month contract):

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
|  | Single Member ($/month) | Couple ($/month) | Family ($/month) |
| 12-month term | $ 47.00 | $     78.00 | $     94.00 |
| 6-month term | $ 59.00 | $     90.00 | $   118.00 |
| 3-month term | $ 74.00 | $   105.00 | $   148.00 |

**Performance Track Membership** – Our Premium Membership, this option includes our “Hancock Athletics” Programs and access to clinical CrossFit-Affiliated Programming. Suitable for athletes, tactical professionals, CrossFit enthusiasts, and those looking to improve functional fitness and performance at all levels. Pricing is as follows (NOTE: $/month is per member, so a family of three all enrolled in the Performance Track/CrossFit membership would pay $349 per month):

|  |  |  |  |
| --- | --- | --- | --- |
|  | Primary ($/month) | Secondary ($/month) | Additional Member ($/month) |
| 3-month term, then monthly | $     149.00 | $ 125.00 | $ 75.00 |

**Longevity Membership** – Suitable for those who are focused on lifestyle fitness and clinical fitness sustainability. Longevity is group-based training tailored to healthy aging, overcoming preventable disease, and fostering community. Longevity includes all the same amenities and access of the Wellness Track membership, plus access to the Longevity functional fitness programming at the rates listed below (NOTE: $/mo is per member, so a couple enrolled in Longevity memberships would pay $174 per month):

|  |  |  |
| --- | --- | --- |
|  | Primary ($/month) | Secondary/Additional ($/month) |
| Total Paid by Employee | $  99.00 | $   75.00 |

**Senior Track** – Suitable for those 65 years old or older who are focused on healthy aging, longevity, and community. Senior Track has all the same amenities and access of the Wellness Track membership, but at discounted rates listed below (NOTE: $/mo includes all members in the associated category, i.e. a couple who enroll for a 12-month term would only pay $69 per month total):

|  |  |  |
| --- | --- | --- |
|  | Single Member ($/month) | Couple ($/month) |
| 12-month term | $     38.00 | $    69.00 |
| 6-month term | $     48.00 | $    78.00 |
| 3-month term | $     60.00 | $    90.00 |

**Nutrition Monthly Add-On** – After choosing any of the above membership options, any enrolled employee of the COMPANY could also elect to add-on nutrition consultations in the form of our “Performance Fueling” program – which allows participants to benefit from a weekly, 30-minute visit with one of our Registered Dietitians to help build a customized plan to meet his or her fitness, wellness, health, or weight/disease management goals (this pricing is in addition to the membership pricing chosen by employee):

|  |  |
| --- | --- |
|  | Performance Fueling ($/month) |
| Total Paid by Employee (must be a member) | $  75.00 |

MEMBERSHIP ENROLLMENT FEE DISCOUNTS. Employees of the COMPANY will pay ZERO enrollment fees (Standard fees of $99 for primary, $69 for secondary, and $39 for additional members due upon enrollment are all waived upon sign up).

BENEFITS AND PERKS SPECIFIC TO EMPLOYEES OF THE COMPANY. HWC will offer added benefits and perks for employees of the COMPANY that become members and will also offer non-member perks to encourage utilization of HWC resources for employees who do not immediately pursue membership:

MEMBER BENEFITS AND PERKS

* Biometrics Screening (Blood Pressure, BMI, Body Composition Analysis, Blood Glucose, and Blood Lipid Panel) for $55/person
* Free Body Composition Analysis (Using our InBody Machines)
* As an Employer-based Clinic Customer, COMPANY associates will have access to no-charge enrollment in our Clinical Exercise Program with qualifying referral from Physician (Consists of meeting 3x a week with an exercise specialist, focused on correcting deconditioning, hypertension, cardiac risk factors, diabetes, and obesity)

EQUIPMENT AND FACILITIES. HWC represents and warrants that all instructors and assistants performing the services required for the Corporate Wellness Program shall have sufficient education, training and experience to provide the services requested by Company and enrolled employees. HWC further represents and warrants that all Corporate Wellness services provided to enrolled employees under this Agreement shall be provided in a good, professional and workmanlike manner in accordance with industry standards. HWC further represents and warrants that the equipment and facilities to be used by the enrolled employees are presently and will continue to be in good, safe and working condition in accordance with industry standards.

REQUIREMENTS OF PUBLIC AUTHORITY. During the term of this Agreement, HWC shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules, and regulations of the Federal, State, County, Town, Village and City Governments.

TERM AND TERMINATION. The initial term of this Agreement between company and HWC shall commence upon acceptance and signature by both parties (“Contract Date”) and shall continue for twelve (12) months from the Contract Date unless terminated as provided herein. After the expiration of each term, this Agreement shall be automatically renewed at the then current standard HWC pricing for successive one-year term unless either party gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the then current term, or due to the following:

* Bankruptcy or insolvency of either party;
* Sale of the business of either party;
* Compromise of health, welfare and safety of participants.

In the event a COMPANY employee is terminated or submits a resignation, the contract between HWC and the individual will remain valid and expected to be honored in full. If the individual moves further than 25 miles from the nearest HWC facility, the individual may cancel their membership by providing HWC written notice.

FORCE MAJEURE. If either COMPANY or HWC shall be rendered wholly or partially unable to carry out its obligations, under this Agreement by reasons or causes beyond their control, including but not limited to war (whether or not declared), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof, labor dispute, fire accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or other act of God, or which could not be reasonably avoided, or new laws or regulations forbidding or limiting the execution of the agreement, then the performance of both parties as they are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall be remedied with all reasonable dispatch.

ATTORNEY FEES. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to any sums that either party may be called on to pay, a reasonable sum for the successful party’s attorney fees.

SEVERABILITY. This agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid it shall be considered deleted herefrom, and it shall not invalidate the remaining provisions.

NO AGENCY. This Agreement does not constitute either party the agent or legal representative of the other party. Neither party is authorized to create any obligation on behalf of the other party.

AMENDMENTS. No amendment to this Agreement will be binding upon either party unless it is in writing and signed by a duly authorized representative of each party. This agreement supersedes any prior agreements between parties concerning the subject matter herein.

ASSIGNMENT. This Agreement shall be binding upon and inure the benefit of the parties and their respective successors and permitted assigns, but no rights, interests or obligations of either party herein may be assigned without the prior written consent of the other.

GOVERNING LAW. This Agreement will be construed and enforced in accordance with the laws of the State of Indiana.

COUNTERPARTS. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterpart will together constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, HWC and COMPANY have executed this agreement on the “Contract Date” listed below:

ACCEPTED BY:

HWC COMPANY

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Authorized Signature Authorized Signature

Joel Hungate\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Print Name

Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

6/8/2023\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date