



Fitness On Demand™ - A division of Wholesale Fitness Supply, LLC
 4640 Palmer Pointe Rd, Excelsior, MN 55331
 Phone: 877.474.0505 Fax: 952-474-5416
 info@fitnessondemand247.com

FITNESS ON DEMAND™ ORDER FORM

Administrative Information

Representative:	Tentative Installation Date:
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Customer Information

Company Name:	Contact Name:	
Billing Address:	Phone:	Fax:
	E-mail:	
Facility Address: <input type="checkbox"/> Same as above	Facility Contact:	
	Phone:	Fax:
	Email:	

Location List Attached (for multiple locations/studios)

Purchase Order

Equipment Packages and Products	Quantity	Price Per Unit	Total
Other			
Notes	Subtotal		
	Tax		
	TOTAL		

Payment Information and Authorization

Equip. Payment Method:	Name:
Deposit Amount:	Number:
Remaining Balance: (due 10d prior install)	Exp. Date:
"License Fee" \$149.99 (unit/mo); Payment Method:	CCV:

Credit Card Authorization. By signing below, I authorize Fitness On Demand, a division of Wholesale Fitness Supply, LLC, to charge the account indicated above for all amounts due according to this Agreement. I guarantee and warrant that I am the legal holder for this account, and that I am legally authorized to enter into this recurring billing agreement with Fitness On Demand. I agree to indemnify, defend and hold Fitness On Demand harmless, against any liability pursuant to this authorization. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Fitness on Demand in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date.

Payment Authorization Signature: _____

This FitnessOnDemand™ Order Form ("Order Form"), together with the attached terms and conditions ("Terms and Conditions") and any other exhibits or attachments hereto (collectively the "Agreement") is entered into by and between Fitness on Demand, a division of Wholesale Fitness Supply, LLC and Customer. In the event of a conflict between the Order Form and the Terms and Conditions, the Terms and Conditions prevail.

TERMS AND CONDITIONS

1. DEFINITIONS. “*Company*” means FitnessOnDemand, a division of Wholesale Fitness Supply, LLC, a Minnesota limited liability company. “*Customer*” means the purchaser identified on the Order Form. “*FOD System*” means the FitnessOnDemand™ system through which automated group fitness classes can be offered and includes the Videos and operating software. “*License Term*” means the term of the license for each FOD System (See Section 4.1). “*Videos*” means the video content provided through the FOD System.

2. ORDER, INSTALLATION AND PAYMENT.

2.1 Orders. All orders are subject to acceptance by the Company. In the event of cancellation by Company, Company’s sole obligation is to return any down payment paid by Customer. In the event of cancellation by Customer, the down payment is non-refundable and will be retained by Company.

2.2 Installation. FOD System must be installed by Company or an authorized installer. Company will contact Customer to schedule installation of the FOD System. Company will provide the specifications outlining the installation requirements for the FOD System. Customer is solely responsible for providing the hardware, third party software peripherals, internet connection and other computer equipment required to run the FOD System and completing the necessary electrical work for the FOD System according to the specifications provided by the Company prior to the scheduled installation date. Customer also is responsible for obtaining and paying for all permits, licenses, fees and certificates of inspection necessary for installation of the FOD System.

2.3 Payments. A down payment in the amount listed on the Order Form must be paid at the time Customer submits the Order Form and will be applied to the total purchase price. The balance for the equipment payment is due no later than 10 days before the scheduled installation date. If Customer fails to pay on or before the due date or the installation site does not meet Company’s specifications on the scheduled installation date, the Company reserves the right to reschedule installation and charge the Customer a rescheduling fee of up to \$995. If Customer fails to make any payment when due or any electronic payment is declined, a service charge of \$20 will apply. In addition, late payments will bear interest at a rate of 18% of the total amount due or the maximum legal interest rate, whichever is less and, in addition to any other remedies, if any amounts are 30 days or more overdue, Company reserves the right to suspend the license and services until paid in full. Customer is responsible for ensuring that the billing information is accurate and current. All payments are listed in and must be paid in United States dollars.

3. INTELLECTUAL PROPERTY

3.1 License. Subject to all the terms of this Agreement and Customer’s payment of the License Fee, Company grants Customer a non-exclusive, personal, revocable, non-assignable, non-sublicensable right to use the FOD System at the Facility Locations identified on Schedule 1. Other than the license granted, no right, title or interest in all or any portion of the FOD System is conveyed or assigned to Licensee, either expressly or by implication, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property rights associated with the FOD System.

3.2 License Fee. The monthly license fee noted on the Order Form is due for each FOD System (plus tax if applicable). Company reserves the right to change the License Fee upon notice to Customer’s contact e-mail address listed on the Order Form and Customer agrees to pay the new license fee as stated in the notice, provided that in the event of any increase of the License Fee, Customer may cancel this Agreement by providing notice of cancellation to Company within 30 days of notification of the price increase.

3.3 Updates. From time to time, Company will provide updates, modifications or new releases of the software and Videos for the FOD System. Customer may use only the Videos approved by Company and must discontinue use of any Videos upon notice by Company. Any update, modification or new release of the FOD System is subject to all the terms of this Agreement.

3.4 Restrictions. Customer may not (and may not permit its employees or any third parties to): (i) decompile, disassemble or otherwise reverse engineer or attempt to reconstruct the FOD System, (ii) alter or modify the FOD System, (iii) use any expired Videos or any third-party content; (iv) use the FOD System in any manner that violates any local, state, provincial, federal, or international law, rule, regulation or ordinance; (v) contest Company’s rights to the FOD System or trademarks; or (vi) remove, obscure or alter any product identification, copyright or other notices.

3.5 Trademarks. Company hereby grants Customer a license to use the FITNESSONDEMAND™ trademarks and trade names solely in connection with the FOD System as provided in this Agreement. Customer agrees to comply with the Company’s trademark usage policies.

3.6 Confidentiality. Customer acknowledges that the FOD System is proprietary to the Company and agrees that it will not disclose or permit any of its employees, agents or representatives to disclose to any party any data or information with respect to the FOD System (including any passwords and the terms of this Agreement) without Company’s prior written consent. This obligation shall continue during the terms of this Agreement and for a period of five (5) years thereafter, except with respect to trade secrets in which case such obligation will not expire.

4. TERM AND TERMINATION

4.1 Term. This Agreement is effective when signed by both parties and continues until expiration or termination of the License Terms for the FOD Systems. The License Term for each FOD System is one year beginning the date the FOD System is installed at the Facility and will automatically renew for successive one year terms unless either party gives 90 days advance written notice prior to the end of the term.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any of its material terms or conditions and fails to cure each breach within 30 calendar days of written notice thereof, or, in the case of payment defaults, within 10 calendar days of written notice thereof.

4.3 Consequences of Termination. Upon termination or expiration of this Agreement, Customer shall cease use of the FOD System and any Trademarks and return to Company or destroy (at Company’s option) any manuals or confidential

materials. Upon expiration of any License Term, Customer shall cease use of the relevant FOD System and remove all Company's associated trademarks.

5. NO WARRANTY; LIABILITY; INDEMNIFICATION AND INSURANCE

5.1 LIMITED WARRANTY. Company provides a limited warranty as follows: (a) 90 days from the date of installation – repair or replacement of defective parts, including labor; (b) one year from the date of installation—repair or replacement of defective parts only (labor charges additional). The limited warranty in this paragraph does not apply: (a) if the FOD System has been altered or changed by the Customer after installation without Company's consent; (b) if the FOD System fails as a result of improper maintenance or operation, or use contrary to furnished instructions; (c) to damages caused by the failure of any third party product or component; (d) to any abuse, misuse, neglect or negligence by Customer or its end users, or (e) if the FOD System has been purchased from a source other than Company. This limited warranty is granted to Customer only and may not be assigned or otherwise transferred to any party by Customer without the prior written consent of Company. EXCEPT AS EXPLICITLY STATE ABOVE, THE FOD SYSTEM IS LICENSED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Company does not represent or warrant that the FOD System will operate uninterrupted or error free.

5.2 LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S OBLIGATIONS UNDER SECTIONS 3 (INTELLECTUAL PROPERTY) AND 5.3 (INDEMNIFICATION), TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE REASONABLY BEEN FORESEEN. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH COMPANY MAY INCUR IN ANY ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED \$10,000.

5.3 Indemnification. Customer must indemnify, defend, and hold Company and its officers, directors, employees, affiliates, agents, and assigns harmless from and against any claims, demand, action, cause of action, suit or proceeding (including reasonable attorneys' fees and costs) relating to or arising from Customer's use of the FOD System and trademarks, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person.

5.4 Insurance. During the term of this Agreement and any License Term, Customer must maintain and keep in force at its own expense, commercial general liability insurance with per location minimum limits of one million per occurrence and two million dollars in the aggregate. Upon Company's request, Customer must name Company an additional insured and provide a certificate of insurance evidencing such coverage.

6. GENERAL PROVISIONS

6.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. Any modification of this Agreement must be in writing signed by both parties. Nothing contained in any purchase order or Customer

issued document will in any way serve to modify or add any terms or conditions to the sale or license of the FOD System pursuant to this Agreement.

6.2 Assignment. Customer may not sell, assign, license or sublicense or otherwise convey in whole or in part, by operation of law or otherwise, to any third party this Agreement without Company's prior written consent. Company is entitled to assign the Agreement, in whole or in part, to any affiliate or to any entity to which it sell, transfer, convey, assign, or lease all or substantially all of its rights and assets and Customer hereby consents to such assignment.

6.3 Independent Contractors. Company and Customer are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

6.4 Force Majeure. Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to pay amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

6.5 Notices. Except where another method is specified in this Agreement, any notice, demand or other communication provided for in this Agreement must be in writing and (i) delivered personally, (ii) delivered by reputable overnight service (such as FedEx), or (iii) deposited in the mail, service or postage pre-paid, and addressed to the parties at the addresses on the Order Form. Notices for the purpose of this Section will be deemed to have been received if mailed or delivered as provided in this Section.

6.6 Dispute Resolution. This Agreement is governed by the laws of the State of Minnesota without reference to its choice of laws rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The parties hereby consent and submit to the jurisdiction of the federal or state courts for the state of Minnesota. In the event of a dispute, the parties will first attempt to resolve the dispute through consultation and negotiation. If not resolved by negotiation, any dispute arising out of or in connection with this Agreement must be referred to and finally resolved by arbitration under the then-current rules and procedures of the American Arbitration Association ("AAA"). The seat or legal place of arbitration must be Minneapolis, Minnesota, U.S.A. Customer agrees that in the event of breach of this Agreement by Customer, Company shall be entitled to injunctive relief to enforce the terms of this Agreement in addition to any other remedy Company might have. In the event of litigation or other proceedings by Company to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Company, including but not limited to, reasonable attorneys' fees. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

6.8 Miscellaneous. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. In the event any one or more of the provisions of this Agreement is deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The representations and warranties of the parties and any term which expressly or by its nature survive

termination of this Agreement shall remain in full force and effect after termination or expiration of this Agreement. This Agreement may be executed in counterparts and delivered by

facsimile or electronic transmission, each of which will be deemed an original and all of which together constitute one instrument.

Authorized Signatures

Customer: _____		Fitness On Demand	
Signature:		a division of Wholesale Fitness Supply, LLC	Signature:
Name:		Name:	Garrett Marshall
Title:		Title:	Business Development Director
Date:		Date:	



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SCHEDULE 1: FACILITY LIST

	<i>Facility Name</i>	<i>Street Address</i>	<i>Facility Contact Person</i>	<i>Phone</i>	<i>Requested Installation Date*</i>	<i>Actual Installation Date</i> ADMIN USE ONLY
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

*Installation Dates will be confirmed by Fitness On Demand and are subject to availability. Allow 45-60 days.



2411 Galpin Court
 Chanhassen, MN 55317
 952-426-7171 office
 952-567-5921 fax



Fitness On Demand Standard Install

Included with purchase of FOD

Scope of Work:

Superior Security proposes to install the Fitness on Demand System per the specifications outlined in the Technical Installation Reference Guide v1.0.

Assumptions:

- Pricing is based on an installation within the continental United States. Pricing at other locations may vary
- All cable will be non-plenum. Plenum rated cable is available for additional cost.
- Ceiling must be a typical drop ceiling and less than 12' from finished floor. Additional ceiling types and ceiling heights will be an additional fee
- All equipment and mounts listed in the Technical Installation Reference Guide will be provided by Superior Security.
- All network connectivity is provided by others. Superior Security can provide network connectivity at an additional charge.
- All power is provided by others and installed prior to Superior Security's onsite arrival. Superior Security can coordinate the installation of power for an additional charge.
- All cable runs by Superior Security must be less than 50'. Additional lengths can be pulled for an additional charge.
- Wall surfaces must have a minimum of a 2" clear cavity behind the wall surface. Insulation and other obstructions will require an additional charge.
- Wall finishes must be standard and must not require special tools for drilling/mounting/etc.
- Installation delays outside of Superior Security's control will be billed via the change order process
- All cabling will be installed via EIA/TIA standards, and all local authorities.
- Superior Security will have access to all cable pathways, obstructions to cabling pathways will be billed as they incur.
- Ceiling mounted equipment will be mounted to existing building steel or concrete, Non-standard mounts will be billed on a T&M basis.
- Superior Security will have unobstructed access to installation area. Any delays will be billed via a change order.

Additional Charge Items:

Ceiling Height Over 14'	\$ 399.00
Ceiling Height Over 16'	\$ 799.00
Each Additional Speaker	\$ 199.00
Exposed Ceiling	\$ 399.00
Networking Drop	\$ 199.00
Non-Cavity Wall Scenario	\$ 799.00
Plenum Cabling Fee	\$ 299.00
Schedule Change	\$ 99.00 (24 to 72 hours prior)
Schedule Change	\$ 299.00 (same day or techs onsite)