



MORTON & BARBARA MANDEL RECREATION CENTER

Agreement - Non-Staff Members Conducting Personal Fitness Training in the Mandel Recreation Center

Purpose: This agreement outlines the guidelines and requirements for non-staff members who wish to conduct personal fitness training at the Town of Palm Beach Mandel Recreation Center, ensuring a safe, professional, and consistent experience for all members while protecting the Town's interests.

1. Eligibility and Requirements

1.1 Insurance:

Non-staff personal fitness trainers shall provide at their own cost and expense during the life of the agreement, the following insurance:

Comprehensive General Liability Insurance coverage with limits of liability not less than \$500,000 per Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The non-staff personal fitness trainer's General Liability coverage shall be primary and non-contributory. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

1.2 Certifications

The Town does not approve or verify personal training certifications for non-staff personal fitness trainers.

Residents or guests utilizing these non-staff training services are responsible for verifying that their trainer possesses valid certifications relevant to the services provided/requested. The Town explicitly does not review or authenticate any personal training certifications for non-staff personal fitness trainers.

1.3 Insurance Check

All non-staff personal fitness trainers must keep their insurance up to date. It shall be an affirmative obligation upon the non-staff personal fitness trainers to advise Ebix, the Town's insurance certificate management service provider, at townofpalmbeach@ebix.com; P.O. Box 100085-HM, Duluth, GA 30096 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement.

1.4 Background Check:

All non-staff personal fitness trainers are subject to a background check conducted by The Town of Palm Beach, to ensure the safety of facility members and guests.

1.5 Approval Process:

All of these items must be completed and submitted before performing any on-site training sessions

- 1) Submit to a background check by the Town of Palm Beach Police Department.
- 2) Insurance submitted to and approved by Ebix (see limits and requirements above) – the approval process may take a few days, so submit early so your training sessions don't get delayed.
- 3) Signed Town waiver and signed a copy of this agreement

1.6 Facility Fees:

Non-staff personal fitness trainers are required to pay a facility usage fee of \$45 per hour (\$30 per 30-minute session). The trainer and resident member must check in at the front desk prior to each session to ensure fee compliance.

2. Conduct and Facility Use

2.1 Professional Conduct:

Non-staff personal fitness trainers are expected to uphold a high level of professionalism and adhere to the facility's code of conduct. This includes respecting other members and staff, using equipment appropriately, and maintaining a safe and clean training environment.

2.2 Scheduling of Sessions:

Outside personal fitness trainers may schedule sessions no more than 7 days in advance. Sessions can only be scheduled by booking a time slot on palmbeachrecreation.com, visiting the front desk, or by calling 561-227-6363.

2.3 Session Limits:

Members may book as many sessions as they like with an outside personal fitness trainer, provided \$45 (\$30 per 30-minute session) is collected per session.

2.4 Session Duration:

Each one-hour training session may extend up to a maximum of 70 minutes, and each 30-minute session may extend up to 35 minutes. Under no circumstances should a session exceed 10 minutes beyond its scheduled end time (or 5 minutes for a 30-minute session). Repeated violations of this policy may result in disciplinary action, including possible termination of this agreement.

2.5 Client Safety:

Personal fitness trainers are responsible for the health, safety, and well-being of their clients during fitness training sessions. Any incidents or injuries must be reported immediately to facility management.

2.6 Limits on Group Sizes:

Personal fitness trainers may only work with a maximum of one client per session (i.e. no breaking up a one hour session for use by two members)

2.7 Marketing and Solicitation:

Non-staff personal fitness trainers cannot solicit facility members for personal training services, except as outlined below. Trainers may be listed in an approved directory of non-staff personal trainers and may leave business cards at the front desk, provided the cards do not promote services outside the Mandel Recreation Center. Solicitation—unless approached by a member first—is strictly prohibited. This includes, but is not limited to, advertising, branded apparel, or promotional materials.

Failure to comply with this policy may result in immediate termination of the agreement. Additionally, video recording or photography is not permitted within the fitness center at any time.

3. Facility Responsibilities

3.1 Use of Equipment:

Non-staff personal fitness trainers are permitted to use facility equipment for training sessions, but it must be used in accordance with the facility's policies and returned to its proper place after use. Damaged or broken equipment must be reported immediately to facility management.

3.2 Access to Amenities:

Non-staff personal fitness trainers and their clients are allowed to use locker rooms, restrooms, and other member amenities, but these should not be monopolized during sessions.

4. Enforcement and Termination

4.1 Violation of Policy:

Failure to comply with this agreement may result in suspension of facility privileges or permanent revocation of access for both the non-staff personal fitness trainer and their clients.

4.2 Termination of Agreement:

The Town of Palm Beach reserves the right to immediately terminate the agreement of a non-staff personal fitness trainer at any time, with or without cause.

Acknowledgment:

By signing below, I acknowledge that I have read and understand the above. I agree to abide by all rules and guidelines outlined herein and all applicable Mandel Recreation Center rules as a condition of conducting on-site personal fitness training sessions in the Town of Palm Beach Mandel Recreation fitness center.

Member Name: _____

Member Signature: _____

Date: _____

Trainer Name: _____

Trainer Signature: _____

Date: _____

Trainer Business Name: _____

Trainer Address: _____

Trainer Email: _____

Trainer Phone: _____

For Town of Palm Beach Approval

Approved Yes No Town Employee Name/Title: _____

Date of Approval: _____ Town Employee Signature: _____

Date of Termination: _____

Attachments:

Exhibit A – Fitness Rules & Waiver