

## **Chicago Housing Authority Corporate Membership Agreement Fitness Center Powered by LulaFit**

This Agreement (“Agreement”) is entered into on November 1, 2023 (hereinafter “Effective Date”), by and between LulaFit Inc. (hereinafter “Fitness Center”), with its principal place of business at 333 S Wabash Ave., Chicago, IL 60604 (“Building”), and Chicago Housing Authority (hereinafter “The Company”), which maintains a commercial lease within the Building, and its principal place of business at 333 S Wabash Ave., Chicago, IL 60604. Fitness Center and The Company are referred to individually as a “party” and collectively as the “parties.”

WHEREAS LulaFit Inc. on behalf of the Fitness Center operates a gym and workout studios (the “Facilities”) at the Building; and

WHEREAS The Company desires to provide discounted memberships for its employees at the Building’s Fitness Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

### **1. Scope of Services**

- a. Building will provide a discounted membership rate to The Company at \$25 per month per employee paid for by the individual employee. Employees of The Company will have access to fitness classes, equipment, and all other membership rights and privileges, granted to employees of The Company with a primary location at Building during Fitness Center normal business hours. Employees of The Company will be allowed to complete the Membership Agreement and join the Fitness Center. The types of fitness classes offered shall be at Fitness Center sole discretion. Fitness Center reserves the right to limit the number of individuals entering the facility, limit class size and to deny entry of any individual in its reasonable discretion. Access to the facility shall be first come, first served.

### **2. Term and Termination**

- a. This Agreement shall be effective as of the Effective Date and shall extend for three years (“initial Term”) or November 1, 2023 through October 31, 2026. Following the expiration of the initial Term, the Agreement shall automatically renew for up to two (2), one-year periods (each a “Term”), unless either party gives the other party written notice of termination at least thirty (30) days prior to expiration of the then-current Term.
- b. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party, in the event such party breaches a material term of this Agreement and such breach remains uncured at the end of such thirty-day period.
- c. In the event the Company terminates this contract for breach under Section 2(b) above, and only if that breach of contract is that Fitness Center no longer exists

or ceases to operate as a Fitness Center completely, Fitness Center shall issue a pro-rata refund of the prepaid Annual Fee within 30 days of the termination.

### **3. Payment & Fees**

- a. The Company agrees to pay an Annual Fee of \$30,000.00, which shall be paid in twelve (12) monthly payments in the amount of \$2,500. In exchange for the Annual Fee, paid by The Company, the Fitness Center extends an individual corporate membership rate to all of The Company's employees in the amount of \$25 per month, billed monthly to each individual employee that enrolls with the Fitness Center.
- b. Following the expiration of the initial Term, membership rates are subject to increase to reflect the then-market rate for memberships as determined by Fitness Center.
- c. Following the expiration of the initial Term, the Annual Fee to The Company is subject to increase as determined by Fitness Center.
- d. Fitness Center shall remit an invoice to The Company monthly on the anniversary of the Effective Date, and The Company agrees to pay the Monthly Fee within thirty (30) days of receipt of the invoice.

### **4. Warranties by The Company**

- a. The undersigned represents and warrants that they have full authority to bind The Company to its obligations associated with this Agreement.
- b. The Company and Fitness Center agree that all of The Company's employees, who would like to participate in the corporate membership, must fulfill all Membership Requirements, including completion of a building Fitness Center Membership Agreement and Liability Waiver, and will be required at all times to abide by all Building and Fitness Center policies.
- c. All memberships will be owned by The Company and may be made available to any employees designated by The Company with their primary place of work at The Building and registered with Building Fitness Center.
- d. All members will check-in prior to entering the Fitness Center. This will allow Fitness Center to track membership and usage accurately.
- e. All guests of corporate members must pre-register with Fitness Center, complete the Liability Waiver and pay the appropriate Guest Fee prior to use of the Fitness Center. Guests are not allowed to access the Fitness Center without pre-authorization.
- f. The Company acknowledges that the Fitness Center has the right to change and/or modify the Membership Policies and Hours at any time.

### **5. Warranties by Fitness Center**

- a. Fitness Center represents and warrants that they have full authority to bind Fitness Center to its obligations associated with this Agreement.
- b. Fitness Center will comply with all applicable federal, state and local governmental laws, codes, regulations and ordinances.
- c. Fitness Center represents and warrants that it and its providers, trainers, employees, agents, representatives, and invitees are all certified, licensed and insured.

- d. Fitness Center represents and warrants that upon completing the initial Fitness Center Membership Requirements, each member will receive access to Fitness Center's Facilities.

#### **6. Additional Services**

- a. Any member wishing to purchase private services from Fitness Center, such as personal training, massage therapy, nutritional counseling, personal locker, laundry service, etc. ("Additional Services"), must arrange directly with Fitness Center for a separate payment method to pay for these services. These services will not be charged to The Company.

#### **7. Assignment**

- a. This Agreement and the rights and duties created under it may not be assigned by either party without the other party's prior written consent. In the event of a sale of the business of a party, or all or substantially all of that party's assets, that party may assign its rights and duties under this Agreement by obtaining the other party's written consent.

#### **8. Waiver**

- a. No waiver of rights under this Agreement by either party will be recognized unless made in writing and signed by the party to be charged.

#### **9. Modification.**

- a. This Agreement shall not be modified or amended except by a further written document signed by authorized representatives of both Fitness Center and The Company.

#### **10. Incorporation**

- a. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, statements, or representations between the parties, whether written or oral.

#### **11. Applicable law**

- a. This Agreement will be governed by and interpreted under the laws of the State of Illinois without regard to conflict of laws principles. Any and all disputes arising out of or in connection with this Agreement, including disputes as to the interpretation of or the validity of this Agreement, will be subject to the exclusive personal and subject matter jurisdiction of the state and/or federal courts of the State of Illinois and may only be brought in a court of competent jurisdiction within Chicago, Illinois. Both The Company and Fitness Center hereby waive any right to trial by jury.

#### **12. Indemnity & Limitation**

- a. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its affiliates, and their respective directors, officers, employees, and agents, (individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including reasonable attorneys' fees and expenses, imposed on, incurred by, or asserted against any of the Indemnified Parties by any third party to the extent directly caused by: (i) any violation of applicable law or regulation or any material

breach of this Agreement by the Indemnifying Party; or (ii) the Indemnifying Party's negligence, willful misconduct or fraud. Notwithstanding the foregoing, Fitness Center shall have no liability to The Company, for individual members or guests utilizing the facility pursuant to this Agreement for injuries, damages or death caused by a third party utilizing the facility.

- b. Notwithstanding anything herein to the contrary, EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE

COMPANY OR Fitness Center BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT OR TORT, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY EMPLOYEE'S USE OF Fitness Center, THE FACILITIES, OR ANY ADDITIONAL SERVICES.

### **13. Construction**

- a. This is a negotiated agreement. Both parties have been represented by, or have had the chance to consult with, counsel. For the purposes of interpretation, the language of this Agreement will be deemed the language of both parties and neither party will be deemed to be the drafting party.

### **14. Counterparts**

- a. This Agreement may be executed in any number of counterparts each of which will be deemed to be an original and a single document.

### **15. Notices.**

- a. Any notice required by this Agreement or given in connection with it will be in writing and will be given to the appropriate party by personal delivery or by e-mail, certified mail, postage prepaid, or by recognized overnight delivery service.

If to Fitness Center:  
LulaFit Inc.  
167 N. Green, Fl 4  
Chicago, IL 60607  
Attn: Alex Rayburn, Portfolio Director  
Email: [alex.rayburn@lulafit.com](mailto:alex.rayburn@lulafit.com)

With a copy to:  
Shvo Property Management LLC  
c/o JLL Americas (Illinois), L.P.  
333 South Wabash Street, Suite 302  
Chicago, Illinois 60604  
Attn.: General Manager  
Email: [333@shvo.com](mailto:333@shvo.com)

If to The Company:  
Chicago Housing Authority

60 E. Van Buren Street  
Chicago, IL 60605  
Attn: Dominick Maniscalco, Deputy Chief of Human Resources  
E-mail: [dmaniscal@thecha.org](mailto:dmaniscal@thecha.org); Copy to: hr@thecha.org

**16. Severability.**

- a. If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement will remain enforceable and in effect.

**17. Force Majeure.**

- a. Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if that delay is due to events or circumstances beyond such nonperforming party's control, including acts of God, war, labor strike, pandemic, terrorist act, fire, flood, earthquake, or any law, order, regulation or other action of any governing authority or agency thereof ("Force Majeure"). If a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure, the nonperforming party shall give the other party written notice of the occurrence of the Force Majeure and will do all things reasonably practicable to minimize any loss caused to the other party. If a delay or failure by a party to perform its obligations due to a Force Majeure exceed sixty (60) days, The Company shall receive a pro rata credit on the next Monthly Fee under Section 3 equal to the number of days the Force Majeure persists.

**18. Survival.** Sections 2(b), 11, 12, 16 and 17 shall survive any termination or expiration of this Agreement.

**CHICAGO HOUSING AUTHORITY  
("THE COMPANY")**

DocuSigned by:  
By: Sheila Johnson  
02DBAECFF526466...

Name: Sheila Johnson  
Title: Deputy Chief Procurement Officer  
Date: 11/3/2023

**LULAFIT INC.**

DocuSigned by:  
By: Alexander Rayburn  
907C4521E96740D...

Name: Alexander Rayburn  
Title: Portfolio Director  
Date: 11/3/2023