

CITY CLERK ORIGINAL

C-8740
12/20/2013

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

This Agreement for the preventative maintenance of the fitness equipment located at the Foothills Recreation and Aquatics Center ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and American Fitness Services, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor") as of October 1, 2013 for a term of five years

RECITALS

- A City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the project description ("Project") attached hereto as Exhibit "A",
- B. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Services.** Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
3. **Contractor's Work.**
 - 3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
 - 3.2 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
4. **Compensation for the Project.** Contractor's compensation for the Project will be \$2,700 to be billed monthly at \$225/month as detailed in the Project ("Compensation"). Payment may be subject to or conditioned upon City's receipt of completed work as described in the Project.
5. **Termination.**
 - 5.1 **For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
 - 5.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
6. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting,

or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance") and provide certificates of insurance to the City:

- (A) General Liability. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$100,000 per occurrence and \$200,000 annual aggregate.
- (B) Workers' Compensation and Employer's Liability A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

7.2 Indemnification. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.

8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement, will not have "scrutinized" business operations, as defined in the statutory sections above, in the countries of Sudan or Iran.

10. **Representatives.**

10.1 Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address is:

Johnny Lara
American Fitness Services, LLC
Phone: 480-664-7115 Cell: 480-650-7617
Fax: 480-772-4284
Email: Services@AFSAZ.com

10.2 City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address is:

Jackie Anderson
Senior Recreation Coordinator
Foothills Recreation & Aquatics Center
City of Glendale, Arizona
5600 West Union Hills Drive
Glendale, Arizona 85308
Phone: 623-930-4608

11. **Entire Agreement; Survival; Counterparts; Signatures.**

11.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

11.2 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties.

11.3 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

11.4 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

12. **Public Record Act.** All records of this transaction will be public record.

13. **Incorporation of City's Policies, Practices and Directives.** Contractor is required to adhere to all City policies, procedures and directives.

14. **Attorneys' Fees.** Each party to this Agreement shall bear the costs of its own attorneys' fees. If a contract dispute ensues, there will be an award of attorneys' to the successful party.

The parties enter into this Agreement as of (date) October 1, 2013

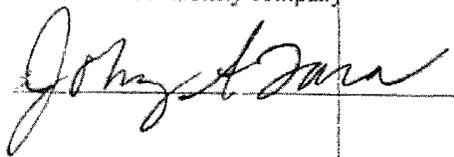
City of Glendale, an Arizona municipal corporation



Erik Strunk
Director - Parks, Recreation and Library Services

Date: 12-11-13

American Fitness Services, LLC
an Arizona limited liability company

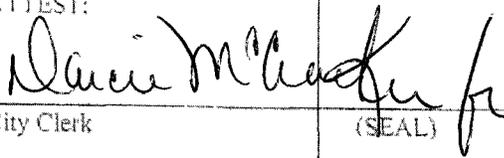
By: 

Printed Name: Johnny Lara

Its: _____

Date: 12/10/13

ATTEST:



City Clerk

(SEAL)

APPROVED AS TO FORM:



City Attorney

PREVENTATIVE MAINTENANCE/LABOR PROGRAM

[see attached]

Preventative Maintenance/Labor Program

Includes all manufacturers factory recommended maintenance requirements, including thoroughly inspecting each and every piece of equipment to ensure the safety of the customer. Strength pieces will be checked for any loose hardware, belts/cables and pulleys will be inspected to ensure they are operating properly, not worn and not in danger of failure. All pivot points/guide rods will be lubed/greased as needed. All cardio equipment shrouds will be opened and removed, in and around the equipment will be vacuumed out thoroughly. All running belts will be tracked, tensioned, waxed (if needed), adjusted and cleaned under the surface. Treadmill decks will be flipped as needed. All wiring/power cords will be inspected for any pinches/breaks or bad connections. An amp draw measurement will be taken to confirm equipment is within range. All equipment will be calibrated and all settings will be checked to confirm equipment is operating and all software is updated correctly. All overlays and stop switches will be inspected along with all error logs in computer software to confirm if unit has had any issues between maintenance visits. The daily maintenance logs kept at the Fitness Desk will be checked for ongoing issues or concerns.

Part replacement costs will be covered by Foothills if all warranty options have expired. With approval of the customer, American Fitness Services may order/purchase off-market parts to repair cardio and strength equipment.

Company Awarded 5-year contract: American Fitness Services, LLC
Atten: Johnny Lara
1091 E. Carter Drive, Tempe, AZ 85282
Office: 480-664-7115 Cell: 480-772-4284
Email: Services@AFSAZ.com

Monthly maintenance visit fees: \$225.00 + parts

Between monthly visit service fees billed at: \$75/hour + parts/shipping

Certificate of Insurance: American Fitness Services will provide an annual Certificate of Insurance naming the City of Glendale as an additional insured.

NOTE: All bills for service provided will be submitted to the customer within 30 days of service. Billing will itemize part purchases and labor expenses separately.


Signature American Fitness Services Designee

12/10/13
Date


Signature of Foothills Representative

12-2-13
Date

Foothills Center Fitness Equipment:

Equipment	Machine	Quantity
Treadmills (Nautilus)	1-7	7
StairMaster StepMill		2
Cybox Ellipticals w personal TV	1-2	2
Octane Ellipticals w personal TV	3-6	4
Matrix Rower		2
Matrix Hybrid Bike	8-12	6
Matrix Recumbent Bike	13-14	2
Matrix Upright Bike	5-6	2
Schwinn Spinning Bikes	1-2	2
Schwinn Airdyne	3-4	2
Roman Chair/Vertical Dip	P	1
MyRides (in front of spin bikes)		2
Johnny G Krank Cycle		1
Hammermill Seated Arm Curl		1
Nautilus Nitro Plus Abdominal	O	1
Precor Stretchers (new 9-19-12)		2
Back Extension (non-weighted)	Q	1
Nitro Plus Leg Press	A	1
Nitro Plus Leg Extension	B	1
Nitro Plus Seated Leg Curl	C	1
Nitro Plus Hip Abduction/Adduction	D	1
Nitro Plus Compound Row	E	1
Nitro Plus Lat Pull Down	F	1

Nitro Plus Pull Over	G	1
Nitro Plus Rear Delt/Pec Fly	H	1
Nitro Plus Vertical Chest	I	1
Nitro Plus Overhead Press	J	1
Nitro Plus Lateral Raise	K	1
Nitro Plus Seated Dip	L	1
Nitro Plus Biceps Curl	M	1
Nitro Plus Lower Back	N	1
Free Weight Cable Cross Over	N/a	1
Nautilus Freedom Trainer	N/a	1
*Free Weight Benches (variety)		5
Flat Utility Bench		1
0-90 Incline Bench		1
Free Weight Dumbbells		51lbs-100lbs.
Coated Dumbbells		1lbs-10lbs.
Smith Machine		1
Curled Bar Rack		20lbs-110lbs
Fitness Center Hanging TV's		6
Personal TV's in front of equipment		9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joe Schmoker Insurance Agency Inc. 1972 E. Baseline Rd #101 Tempe, AZ 85283	CONTACT NAME Joe Schmoker PHONE (A/C, H/O, Ext) 480-888-1708 FAX (A/C, H/O) 480-827-0673 E-MAIL ADDRESS jschmoker@farmersagroup.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Scottsdale Indemnity Company 15589 INSURER B INSURER C INSURER D INSURER E
INSURED American Fitness Services 1091 E. Carter Dr Tempe, AZ 85283	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REQ. CLASS	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE		CPI0003688	08/12/2012	08/12/2013	EACH OCCURRENCE DAMAGE TO PROPERTY \$ 1,000,000 MEDICAL EXPENSE \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMMOP AUG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTO HIRED AUTO					PERSONAL & ADV INJURY \$ PERSONAL & ADV INJURY (per person) \$ PERSONAL & ADV INJURY (per accident) \$ PHYSICAL DAMAGE (per person) \$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE OPERATING OR MAINTAINING EQUIPMENT OR VEHICLE (Mandatory in AZ) EMPLOYER'S LIABILITY					WORKERS COMPENSATION AND EMPLOYERS LIABILITY \$ EMPLOYER'S ACCIDENT \$ EMPLOYER'S DISABILITY \$ EMPLOYER'S DISABILITY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Glendale FootViz Recreation & Aquatics Center 5600 W Union Hills Drive Glendale, AZ 85308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Account Number
123931



2013

Privilege Tax License

Valid Until
12/31/2013

The person or firm listed below is hereby licensed to conduct business in the City of Tempe subject to the provisions of the Tempe City Code, Chapter 16

Post in a Conspicuous Place

Business Address

Non-Transferable

AMERICAN FITNESS SERVICES LLC

AMERICAN FITNESS SERVICES LLC

1091 E CARTER DR
TEMPE AZ 85282

1091 E CARTER DR
TEMPE AZ 85282

Rhoda Smith, License and Collection Supervisor

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Tempe. We realize that you had many options when considering where to operate your business and we are pleased that you chose Tempe.

If you have questions regarding Tempe's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (480) 350-2955
Fax: (480) 350-8653
E-mail: sujestax@tempe.gov

We wish you success and prosperity in this year and in the years to come.

Duns # 031639418



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

 PRODUCER MARTIN C ARMIJO 708 E 32ND ST YUMA, AZ 85365	CONTACT NAME: MARTIN C ARMIJO PHONE: (A/C No. Ext): 928-341-1150 E-MAIL: Address, cynthia@armijohns.com FAX: (A/C No): 928-341-1164
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LARA, JOHNNY DBA AMERICAN FITNESS SERVICES LLC 1091 E CARTER DR TEMPE, AZ 85282-7145	NAIC # 25178

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. CTR.	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & AUTO INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIBRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS		204 7685-B14-03 1858745-03 1868237-03 1860394-F02-03	07/03/2013 06/01/2013 06/01/2013 06/01/2013	02/14/2014 12/01/2013 12/01/2013 12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUP <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMP. OVERS. LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in AZ) (Type describe below) CERTIFICATION OF OPERATIONS UNDER	Y/N	N/A			WC STATUTORY LIMITS \$ OTHER \$ E.I. EACH ACCIDENT \$ E.I. DISEASE - FA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Glendale Foothills Recreation & Aquatics Center 500 W Union Hills Drive Glendale, AZ 85308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Glendale
Finance Department
5850 W. Glendale Avenue, 3rd Floor
Glendale, AZ 85301
Phone (623) 930-2480 • Fax (623) 930-2122

If Federal Income Tax is required from you as a Payee (U.S. person) provide a Payee City of Glendale with your Federal EIN or be subject to the 30% tax at the Federally Mandated Rate to be deducted before we make payment to you. Please complete the following information on quoted only and return to the address shown above. PLEASE TYPE OR PRINT CLEARLY.

SECTION I

Business Name: American Fitness Services

Agent Name/Business Name on Federal Income Tax Return: American Fitness Services, LLC

Address: 170 E. Carter Dr. Remit Address (if different)
Glendale, AZ 85282

Telephone: 480-664-7115 Fax Number: 480-772-4284 Email: Services@AFSAZ.com

EIN (Federal Taxpayer Identification Number). Please list nine digit EIN under which you file your Federal Income Tax return for the type of activity for which we are making payment: 27-2841970

Type of Business: Non-Profit Sole Proprietorship Partnership Corporation LLC Government

I certify that the business listed above is: Minority owned Woman Owned No

Are you or any of your relatives (including relations by marriage, employed by the City of Glendale)? Yes No

If YES, please list name, relationship and city department: _____

Please list your City of Glendale Contact Department: Jackie Anderson

PLEASE BE SURE ALL QUESTIONS ABOVE THIS LINE HAVE BEEN COMPLETED

SECTION II

The City also requires that all suppliers provide the following state and city sales tax information to ensure compliance with state and local tax laws.

Arizona State Sales Tax Number: 20570150

Is your business physically located in Glendale and NOT a construction contractor? Yes No

Are you a construction contractor located in Glendale? Yes No

If you answer yes to any of the above questions, please list your City of Glendale business license number: _____

If you do not have a current license, please explain: _____

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN or identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest, or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person, including a U.S. resident alien.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. If you have a large interest paid acquisition or abandonment of secured property, cancellation of debt, contribution as an individual retirement arrangement (IRA), and general disbursements other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.


Signature of U.S. Person Title

8/20/11
Date

Print Form



ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX ARIZONA 85007-2650

EFFECTIVE DATE
 June 1, 2010

TRANSACTION PRIVILEGE TAX LICENSE
 -NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

1000021720412

20570150

ALL communications and reports MUST REFER to this LICENSE NO.

Issued To AMERICAN FITNESS SERVICES LLC
 1091 E CARTER DR
 TEMPE AZ 85282

BUSINESS CLASS

017 Retail

Location AMERICAN FITNESS SERVICES LLC
 1091 E CARTER DR
 TEMPE AZ 85282

PROGRAM CITIES

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

According to R15 - 2201, license must be displayed in a conspicuous place.