



EMAIL: [BMCNABB@LOVEOAK.COM](mailto:BMCNABB@LOVEOAK.COM) | FAX: 254-629-3177 | 805 W MAIN ST, EASTLAND, TX 76448

## CORPORATE ENTITY INFORMATION & AGREEMENT

CORPORATE ENTITY INFORMATION	
CORPORATE ENTITY NAME:	
ADDRESS:	
CONTACT PERSON:	
EMAIL:	PHONE:
MEMBERSHIP TIER SELECTION (CHOOSE ONE)	
<input type="checkbox"/> <b>WELLNESS+</b>	<input type="checkbox"/> <b>FITNESS+</b>
<input type="checkbox"/> <b>HEART+</b>	

### CORPORATE ENTITY AGREEMENT

This Corporate Entity Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between LOVE OAK LLC d/b/a LOVE OAK 24/7 Health Club (the "Health Club"), located at 805 West Main Street, Eastland, Texas 76448, and [EMPLOYER NAME] \_\_\_\_\_ (the "Employer"), located at [EMPLOYER ADDRESS] \_\_\_\_\_.

WHEREAS, the Employer desires to provide its employees with access to the Health Club's fitness and wellness facilities, and the Health Club is willing to provide such access subject to the terms and conditions set forth in this Agreement.

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

1. **Membership Access.** The Health Club agrees to provide the Employer's employees with access to its gym and fitness facilities (the "Facilities") during normal operating hours, subject to the Health Club's rules and regulations. The Health Club will issue individual access codes to each employee authorized by the Employer to use the Facilities.
2. **Membership Fees.** The Employer shall pay the Health Club a membership fee for each employee based on the selected membership tier found above and membership prices located on the Health Club's website at [www.loveoak.com](http://www.loveoak.com), which shall be due and automatically paid each month on the 23rd, unless holidays or weekends which shall be

processed on the next business day, by electronic funds transfer (EFT) or debit/credit card transaction. Monthly membership fees are prepaid and will be prorated the first month. The Health Club reserves the right to adjust the membership fee upon 30 days written notice to the Employer. The Employer may request to terminate the membership of individual employees upon 30 days notice. The Health Club will not refund any unused membership fees paid by the Employer. It is the Employer's responsibility to provide updated employee census information to the Health Club in a timely manner. The Health Club will not refund money for Employer errors related to incorrect or untimely employee census information.

3. Term and Autorenewal. This Agreement shall commence on the Effective Date and shall continue for an initial term of 12 months, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for successive terms of 12 months each (each a "Renewal Term"), unless either party gives the other party written notice of termination at least 30 days prior to the end of the then-current term or Renewal Term. The membership fee for any Renewal Term shall be the same as the membership fee for the then-current term, unless the Health Club provides written notice of a fee adjustment in accordance with Section 2 above.
4. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of termination, the Health Club shall not refund any unused membership fees paid by the Employer.
5. Liability. The Health Club shall not be liable for any injury or damage suffered by the Employer's employees while using the Facilities, except to the extent such injury or damage is caused by the Health Club's negligence or willful misconduct.
6. Confidentiality. The parties agree to maintain the confidentiality of this Agreement and all information disclosed in connection herewith, except to the extent required by law.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law principles.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LOVE OAK LLC

[EMPLOYER NAME] \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Benjamin McNabb

Name: \_\_\_\_\_

Title: Managing Member

Title: \_\_\_\_\_