

NATIONAL FOUNDATION FOR GOVERNORS' FITNESS COUNCILS National Champion School Fitness Center Award Terms and Conditions

To accept and receive this grant, please review, sign and submit this form by **June 15**, **2015** thereby agreeing to its terms and conditions. Please scan and email to: kelly@natgovfit.org, or mail to: NFGFC, 555 NE Fargo St. #1, Portland, OR, 97212.

Designated Room for Fitness Center

- The room that is used for the fitness center must be the same room listed in the application and exactly fit that description.
- The room needs to be fully secured to prevent vandalism or theft and the roof, floor, and building sides must be structurally sound and intact.
- There must be properly functioning 110Volt /12Amp grounded power outlets (required for interactive fitness products.)
- The ventilation system must be adequate for students to be using equipment continuously without concern for health issues or overheating.
- The flooring must be in acceptable condition to pass current public building codes and safety standards. Rubber or athletic sports flooring is recommended for noise reduction, easier maintenance and added safety.

Room Preparation

- Prior to the installation of your fitness equipment, the room must be painted and cleared of all items including desks, chairs, wall hangings, etc.
- The room must have the NFGFC seal affixed to the wall. The graphic will be provided for you as an email attachment. It should be a minimum of 3 feet in diameter. It can be painted, printed, carved, etc. but it must be <u>permanently affixed</u> to the wall. Any additional images on the walls before the ribbon-cutting ceremony must be approved by NFGFC in advance.

Delivery and Installation

- Tuff Stuff Fitness Equipment personnel will work with you to schedule delivery and installation of the fitness equipment.
- The school must provide Tuff Stuff access to park a 40-52 ft. commercial truck within 50-100 ft. of the door where the fitness equipment will be delivered. The installation may take up to 6-8 hours during which time the truck must be secured.
- If parking a larger commercial vehicle is an issue, specific details or obstacles must be discussed with Tuff Stuff personnel immediately to confirm feasibility of the installation project.

Ribbon-Cutting Event

- The school agrees to keep the fitness center closed to all students until after the ribboncutting dedication.
- The school commits to having the entire student body attend the ribbon-cutting event.



The school agrees to put together a small task force to assist the NFGFC in event preparation. This includes: sending invitations to parents, community members, and media; setting up chairs and other items before the event; participating in 1-2 conference calls with NFGFC staff prior to the event.

Fitness Center Dedication

 NFGFC staff will work with you to schedule the fitness center dedication and ensure that NFGFC has permission to use the names, pictures, video images, and relevant quotes of all attending the fitness center dedication.

Insurance/Liability

- Room layout consultation and onsite training is provided for the school and staff to ensure proper equipment set up and use.
- Your fitness equipment comes with the standard commercial factory warranty and product liability insurance from Tuff Stuff Fitness Equipment. The school or school district must have insurance in place to cover theft or damage not covered by warranty.
- Title to the fitness equipment shall be vested to your school upon the delivery and installation of the equipment.

Data Collection

• The school agrees to complete occasional surveys and provide basic data about the fitness center to the highest level possible.

The National Foundation of Governors' Fitness Councils (NFGFC), its sponsors, employees, agents, contractors and suppliers shall be indemnified and held harmless by your school and/or district against all claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including reasonable legal fees and costs), losses or liabilities ("damages") arising out of the use, operation and functionality of the fitness equipment and any liability claim or other claim for injury or damage done to any person arising out of the use or operation of the fitness equipment.

By signing below, I commit to working with the staff of the National Foundation for Governors' Fitness Councils and Tuff Stuff Fitness Equipment to satisfy the terms and conditions of the award set forth above.

School Name:	
Principal:	
Date:	
Superintendent:	
Date:	