

## GAHANNA SWIMMING POOL AGREEMENT

This Agreement dated as of this 7<sup>th</sup> day of May, 2012, is entered into by and between LTC CLUB OPERATIONS CITY, INC. ('Life Time Fitness') and the City of Gahanna ("CITY").

WHEREAS Life Time Fitness is, among other things, a national owner and operator of sports, fitness and family recreation centers, including Life Time Fitness of Columbus, OH (the 'Center' and members of the Center shall be herein referred to as 'Center Members').

WHEREAS CITY, operates a swim facility in Gahanna called the Gahanna Swimming Pool (the 'Facility'). Memberships to the Facility are offered to the public for a fee and are commonly referred to as the Gahanna Swimming Pool (the 'GSP') memberships ('GSP Memberships').

WHEREAS Life Time Fitness wishes to offer the rights and privileges of the GSP Membership as an additional amenity to Center Members and the CITY wishes to make GSP Memberships available to Center Members in exchange for a fixed fee.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Life Time Fitness and the CITY agree as follows:

1. GSP Memberships for Center Members: CITY and the GSP will grant Center Members access to the Facility and afford Center Members with all of the rights and privileges of GSP Membership. Center Members that are interested in utilizing the Facility and being afforded the rights and privileges of the GSP Membership will be provided a special voucher from the Center to be presented at the GSP to obtain a no-cost GSP Membership. However, nothing in this Agreement shall obligate the GSP to return and/or refund any seasonal membership fees that it has collected or may have collected from Center Members in the course of its normal operation. Center Members seeking to obtain GSP Membership will be required to execute paperwork as required by the GSP. The GSP will issue its own identification/access card or number to Center Members who wish to obtain a GSP Membership. The GSP reserves the right to terminate the GSP Membership of any Center Member who violates the policies of the GSP. In the event that a Center member discontinues his or her membership to the Center during the GSP's open season, the Center will use its best efforts to notify the GSP that such Center Member is no longer an active Center Member and the GSP shall immediately discontinue the GSP Membership of such person.
2. Monthly Fee, Term and Termination: Life Time Fitness shall pay the GSP a total fee of \$30,000 for the 2012 season. The fee will be paid in monthly installments of \$2,500.00 from March, 2012 through February, 2013. The Agreement may be renewed by the parties by amending this Agreement. Either party may terminate the Agreement for cause upon the material breach of the other's material

**EXHIBIT A**

obligations under the Agreement. Notwithstanding the foregoing, no party may terminate the Agreement unless the party seeking termination has given written notice to the other of the specific nature of the breach and the other does not cure such breach within Thirty days after receipt of such written notice. Should Life Time Fitness opt out of this agreement after July 1, 2012 other than for the City of Gahanna's uncured breach, the full balance of the \$30,000 will be due to the City of Gahanna. Unpaid balances are subject to a late fee charge of 5% compounded weekly, or the maximum amount permitted by law, whichever is greater.

Summer Camp. The GSP will allow the Center access to the GSP to the extent that the Facility is available for summer camp on Fridays. The summer camp manager will be provided with a key to the gate and permitted access to the shelter at the Facility for morning drop off of campers. At the usual time at which the Facility is open for public use the Center's summer camp participants and staff will have access to the Facility's pools and water slide. The access to the Facility and permission by the GSP for the Center to provide summer camp access to Center Members does in no way limit the GSP or the City's right to promote, provide and conduct its own summer camp program(s) independent of and separate from any summer camp provided by the Center.

3. Insurance. CITY shall at all times during the Agreement maintain insurance coverage at amounts that are commercially reasonable, including at least Comprehensive General Liability, shall name Life Time Fitness, Inc. and its affiliates and subsidiaries as an additional insured on all such policies and provide proof of insurance to Life Time Fitness upon the execution of the Agreement and upon request thereafter.
4. Indemnification. Life Time Fitness shall indemnify and hold harmless CITY and the GSP from any third party claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature, to the extent such claims, demands, actions, causes of actions, proceedings, judgments, liabilities, obligations, losses, damages, costs or expenses arise out of actions of Life Time Fitness in connection with this Agreement.

CITY shall indemnify and hold harmless Life Time Fitness from any third party claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature, to the extent such claims, demands, actions, causes of action, proceedings, judgments, liabilities, obligations, losses, damages, cost or expenses arise out of actions of CITY and/or the GSP in connection with this Agreement. Specifically, CITY and the GSP shall be responsible for the safety of the Center Members while they are using the Facility, except when Center Members are under the direct supervision of the Center employees.

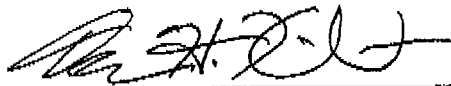
5. Governing Law. This Agreement will be governed by the laws of the State of Ohio, without regard to principles of conflict of laws.
7. Publicity. No press release, public announcement, marketing collateral or other materials, no matter how published, which identify Life Time Fitness, its subsidiaries or brands (or uses any Life Time Fitness marks) may be made without Life Time Fitness' prior written approval. Equally, no press release, public announcement, marketing collateral or other materials, no matter how published, which identify the City of Gahanna, its subsidiaries or brands (or uses any City of Gahanna marks) may be made without City of Gahanna prior written approval
8. Compliance with Laws and Industry Standards. The CITY and the GSP will comply with all laws, regulations and good industry standards relevant to Facility safety, including but not limited to laws, regulations and standards governing pool safety equipment and procedures.

IN WITNESS HEREOF, the parties execute this Agreement as of the date first written above.

CITY

By:  
Its:

LTF CLUB OPERATIONS COMPANY, INC.



By: DEAN KILTON  
Its: GENERAL MANAGER  
LIFE TIME AT EASTON