

GENERAL TERMS AND CONDITIONS



Life Time Fitness, Inc. – Vendor Terms and Conditions

These General Terms and Conditions governs your vendor arrangement with Life Time Fitness, Inc. “We”, “our”, “Life Time Fitness” and “LifeTime” means Life Time Fitness, Inc. and our affiliates; “you” and “your” means the Vendor identified in the Vendor Agreement (the “Agreement”). The Agreement identifies the Vendor benefits, the quantities, charges, and other details of your order. The Agreement also refers to documents which may apply to the products or professional services you selected. The Agreement, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the Agreement are different from these General Terms and Conditions, the Agreement will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. **LICENSE GRANT AND USE OF VENDOR MARKS.** Subject to the terms of this Agreement, Vendor grants to LIFE TIME, a revocable, non-exclusive, royalty-free license to use Vendor’s designated marks including but not limited to its trademarks, trade names, slogan, logo or other identification (“Vendor Marks”) in association with the Events as further set forth in the Agreement. LIFE TIME understands and agrees that it has no further right, title or interest in or to any Vendor Marks (except the right to use the same in accordance with terms and conditions of this Agreement), and further agrees that any such Vendor Marks are and shall remain the sole property of Vendor. Vendor shall provide to LIFE TIME the artwork of the Vendor Marks necessary for use at the Events.
2. **LICENSE GRANT AND USE OF LIFE TIME MARKS.** During the term of this Agreement, LIFE TIME grants to Vendor, a revocable, non-exclusive, non-transferable, non-sublicensable, royalty free license to use LIFE TIME’s designated trademark(s), trade name, slogan, logo or other identification (“LIFE TIME Marks”) to promote Vendor’s participation in the Events, but Vendor shall not use any LIFE TIME Marks without LIFE TIME’s written consent and approval of the use of such LIFE TIME Marks. Vendor acknowledges that it shall have no proprietary rights in any LIFE TIME Marks and all LIFE TIME Marks remain the sole property of LIFE TIME. Vendor shall abide by all LIFE TIME mark usage guidelines.
3. **ADVERTISING TERMS AND CONDITIONS.**
 - a. LIFE TIME may charge additional fees to Vendor, or Vendor’s advertising agency, to convert or format advertising collateral that does not meet LIFE TIME’s media advertising specifications found in the LIFE TIME Media Kit. Vendor is responsible for shipping expenses and other costs associated with any transport of advertising collateral outside of normal production and delivery, including shipping of any samples or other activation materials.
 - b. Unless otherwise expressly noted in this Agreement, LIFE TIME shall be solely responsible for the production and preparation and delivery of all advertising collateral. Vendor must submit a sample of all collateral to LIFE TIME prior to publication or in-center display. LIFE TIME reserves the right to reject, in its reasonable discretion, any advertisement if it deems it to be improper or non-compliant and also reserves the right to insert the word “Advertisement” on any collateral which LIFE TIME deems reasonably necessary under consumer protection law.
 - c. Any advertising collateral produced by LIFE TIME is the sole property of LIFE TIME and shall not be reproduced by Vendor for any reason without the prior written consent of LIFE TIME.
 - d. Vendor agrees to meet any timelines or closing dates included in the Media Kit for advertising collateral. If timelines or closing dates are missed, LIFE TIME reserves the right to continue to run collateral previously used.
 - e. LIFE TIME posts, removes or replaces advertising collateral between the 1st and 3rd of each month. LIFE TIME is not obligated to post, remove or replace advertising collateral at any other time of the month, including if Vendor misses any creative deadlines agreed to between the parties.
 - f. Vendor is responsible for paying all shipping costs with respect to samples
4. **INSURANCE.** Vendor shall at all times during the Agreement maintain insurance coverage at amounts that are commercially reasonable, including at least Comprehensive General Liability (including advertising injury coverage) with limits of \$2,000,000 in the aggregate. If Vendor is providing a product, Vendor must also maintain Product Recall coverage in commercially reasonable amounts. Vendor shall name “Life Time Fitness, Inc. and its subsidiaries” as additional insureds, indicate that the policy includes advertising injury coverage, and provide proof of insurance upon LIFE TIME’s request. LIFE TIME shall at all times during the Agreement maintain insurance coverage amounts that are commercially reasonable, including at least Comprehensive General Liability with limits of \$2,000,000 in the aggregate. LIFE TIME will provide Vendor with proof of insurance upon Vendor’s written request.
5. **REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION.** Vendor represents and warrants that it has the proper rights in and to the advertising collateral submitted to LIFE TIME and that it is, and for the term of this Agreement will be, in compliance with all applicable laws and regulations. Vendor expressly assumes complete responsibility and liability for all advertising collateral submitted, printed, displayed, broadcasted or otherwise published in connection with this Agreement. Vendor agrees to indemnify, defend and hold harmless LIFE TIME, its officers, directors, agents, and employees from any and all claims, liability, loss, damage, expense, or costs (including reasonable attorneys’ fees) incurred from: (a) claims of trademark, trade name, patent, copyright, proprietary right, right of privacy or false or misleading advertising violations resulting from Vendor’s advertising collateral, (b) any of LIFE TIME’s actions taken on behalf of or for the benefit of Vendor in connection with this Agreement, whether caused in whole or in part by the negligence (whether sole, joint or concurrent) of LIFE TIME, and (c) any act or omission of Vendor under this Agreement.
6. **LIABILITY PRINCIPLES.**
 - a. **LIMITATION OF LIABILITY. IN NO OTHER EVENT WILL LIFE TIME BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR ACKNOWLEDGES AND AGREES THAT THE ABOVE LIMITATIONS OF LIABILITY ARE REASONABLE.**

- b. **MAXIMUM LIABILITY. IN NO EVENT SHALL LIFE TIME'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE VENDOR FEE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.**
- 7. **ASSIGNMENT.** Vendor shall not assign, transfer or delegate its responsibilities herein to any third party without the prior written consent of LIFE TIME.
- 8. **CONFIDENTIALITY.** Except as required by applicable laws and regulations, all parties will treat the terms of this Agreement and its subject matter as confidential and will not disclose the terms herein. All press releases and other public announcements relating to the transaction issued by either party shall be subject to prior approval by the other party. Notwithstanding any provision of this Agreement to the contrary, each of the parties may disclose this Agreement, the benefits contained herein and related matters to its directors, officers, employees, financing sources, representatives and advisors with a need to know in furtherance of performing the rights and duties herein.
- 9. **INDEPENDENT CONTRACTOR STATUS.** LIFE TIME's relationship with Vendor shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership or joint venture between Vendor and LIFE TIME. Neither party will have the authority to act for or to bind the other party in any way, or to represent that it is in any way responsible for the acts, debts, liabilities or omissions of the other party.
- 10. **CONFLICTS OF INTEREST.** Life Time Fitness, Inc. has a policy prohibiting "conflicts of interest," except under guidelines approved by the Life Time Fitness, Inc.'s Board of Directors. A "conflict of interest" exists when a person's private interest interferes in any way with the interests of Life Time Fitness, Inc. It is Life Time Fitness, Inc.'s policy that (i) employees should avoid any direct or indirect business connection with the customers, suppliers and competitors, except on behalf of Life Time Fitness, Inc., (ii) Life Time Fitness, Inc. employees are not allowed to work simultaneously for a competitor, customer or supplier of Life Time Fitness, Inc., and (iii) Life Time Fitness, Inc. employees should not receive improper personal benefits (directly or indirectly, such as through a family member) as a result of the employee's position with Life Time Fitness, Inc. The Vendor is not aware of any relationship or arrangement that violates Life Time Fitness, Inc.'s policy described above and agrees that it will not knowingly take any action that would result in such a violation.
- 11. **[Intentionally Omitted]**
- 12. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflict of laws.
- 13. **FORCE MAJEURE.** In the event that the Events or any portion thereof are cancelled or omitted because of war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control of LIFE TIME, the same shall not constitute a breach of this Agreement. If any or all of the Events are cancelled, LIFE TIME, in its absolute and sole discretion shall either (i) reschedule the Event(s) or (ii) refund the cash portion, if any, of the Vendor Fee less the value of all Vendor Benefits provided for the benefit of Vendor prior to the cancellation.
- 14. **AUTHORITY.** LIFE TIME and Vendor each individually represents and warrants that it has full power and authority to enter into this Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
- 15. **AMENDMENTS.** Neither this Agreement nor any of the terms or conditions hereof may be waived, amended or modified except in writing executed by both parties.
- 16. **CAPTIONS AND HEADINGS.** The captions and section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
- 17. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- 18. **SURVIVAL.** The obligations set forth in Paragraph 9, 10, and 13 shall survive for a period of one year following the termination of this Agreement.
- 19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, but all of which together shall constitute one and the same instrument.
- 20. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, legal and enforceable.