MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
MAXIMUS HEALTH AND FITNESS

Whereas, the Eastern Campus has insufficient facilities for these courses, and

Whereas, Maximus Health and Fitness has sufficient facilities for these courses, located at 130 East Main Street, Riverhead, NY,

Now, therefore, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Terms of Agreement

This Agreement shall be in effect from September 1, 2014 through August 31, 2015.

2. College Responsibilities

a. The College will schedule the weight training, aerobics, spinning and body toning classes on dates and times mutually agreeable to the parties. The Executive Dean of the Eastern Campus will confirm the dates and times in a letter to the Center at least two weeks before the start of each semester (Fall, Wintersession, Spring, Summer).

b. The College will be solely responsible for advertising the classes, registering the students, collecting all associated tuition and fees, setting the curricula for the classes, teaching the classes and supervising the students during class.

c. The College will pay the Center a one-time fee of $60.00 per student per class.

d. To the extent permitted by law, the College agrees that it shall protect, indemnify and hold harmless the Center and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the College in connection with the services described or referred to in this Agreement.
3. **Maximus Health and Fitness Center Responsibilities**

   a. The Center will provide sufficient space and equipment to meet the needs of each class offered by the College at the Center. The Center will maintain the facilities and equipment used by the College in a clean and safe manner.

   b. The Center shall procure, pay the entire premium for and maintain throughout the term of this Agreement, Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage and naming the College and the County of Suffolk as additional insureds. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. The Center shall furnish to the College Declaration Pages for such policy of insurance, evidencing compliance with the aforesaid insurance requirement and the College and County’s status as additional insured’s on the policy.

   c. The Center agrees that it shall protect, indemnify and hold harmless the College and its officers, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees, arising out of the acts or omissions or the negligence of the Center in connections with the services described or referred to in this Agreement. The Center shall defend the College in any suit, including appeals, or at the College’s option, pay reasonable attorney’s fees for defense of any such suit arising out of the acts or omissions or negligence of the Center, its officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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**Suffolk County Community College**

Dr. Dorothy J. Laflin  
Executive Dean  
Date: 6/23/14

**Maximus Health and Fitness Center**

Phil Durinick  
Title:  
Date 7/3/14

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