

REQUEST FOR ACTION

To	The Collection Board of Directors				
Subject	Adding Peloton to Collection Gym				
Preparer	Connie He Unit 3206				
Date	1/10/22	For Board	x	Action	Info

EXECUTIVE SUMMARY

Peloton is the largest interactive fitness platform in the world with a community of over 2 million members. This company is a pioneer of connected fitness and has a first of its kind platform. There are approximately 950 classes produced every month and thousands of classes are available on demand.

Comparable luxury condos (with 300-400 units) that already have Peloton bikes in their common area gyms include the Anaha Condo (1108 Auahi St.) and Pacifica Honolulu (1009 Kapiolani Blvd). Anaha has 3 Peloton bikes and Pacifica has 2 Peloton bikes. As a former Anaha resident, I can attest that the Peloton bikes were a great value-add to many owner/residents and subscriptions were easy to maintain and use by residents. The bikes were very durable and were in fantastic working order from building inception in 2017 to present day. In addition, due to COVID-19, attending in-person fitness classes is not ideal and many residents would prefer to work out in the condo for safety reasons and to minimize risk/exposure.

The cost of a Peloton bike is \$1,495 which includes delivery and assembly and 12-month limited warranty. There is also a 30 day risk free trial with free pick and full refund. A commercial subscription is prepaid annually and start at \$468 for 12 months and allow for an unlimited number of users to log into the bike. There is also an option to create a building logon using a shared username with no password required. There is also a current Collection owner/resident that owns a Peloton bike in like-new condition (<1 year old) that would be willing to sell the bike to the building.

For placement, there is room in the existing yoga room that can accommodate another bike, or there would be an option to replace the existing bikes in the gym floor or the yoga room.

Purchasing one or more Peloton bikes with a commercial membership would allow the Collection residents access to high-quality fitness and would also elevate the Collection amenity offerings to be on par with peer buildings in the Kakaako area, increasing owner/resident satisfaction and marketability of our condo to prospective buyers.

RECOMMENDATION

Respectfully request the Board and management to approve the purchase or one or more Peloton Bikes with a commercial subscription for the common area gym

RATIONALE

Allow residents access to high quality fitness instruction with a state of the art machine and increase desirability/marketability of the Collection condos.

Exhibits (If applicable)	Index	Title
	A	Peloton Commercial Partner Terms and Conditions
	B	Peloton Website Pricing of Bike

FOR BOARD USE ONLY

CERTIFICATE OF BOARD ACTION

Approved	<input checked="" type="checkbox"/>	Declined	<input type="checkbox"/>	Noted	<input type="checkbox"/>	Returned	<input type="checkbox"/>	Deferred	<input type="checkbox"/>	Withdrawn
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Stipulations

AGENDA ITEM AT THE 02/15/22 BOARD MEETING. THIS RFA HAS BEEN DENIED FOR A LACK OF MOTION.

Coordinating Instructions

Distribution Instructions

Recording Secretary	Desmond Oliveira	Action Date	02/15/22	RFA No.	01-2022
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PELOTON COMMERCIAL PARTNER

STANDARD TERMS & CONDITIONS OF PURCHASE

1. **Acceptance.** The customer named on the Peloton invoice or ordering document that references these Standard Terms & Conditions of Purchase (“**Customer**”) hereby offers to purchase from Peloton Interactive, Inc. (“**Peloton**”) the products and services described on the relevant Peloton invoice or ordering document (“**Order**”) (respectively, “**Products**” and “**Services**”), subject to the below terms and conditions. These Standard Terms & Conditions of Purchase, any addendum(s) attached hereto, together with information contained on the Order, and any additions or revisions mutually agreed to in a signed writing by Customer and Peloton (collectively, this “**Agreement**”) constitute the entire agreement between Customer and Peloton with respect to the purchase of the Products and/or Services specified on the Order, supersede all prior oral or written understandings relating thereto, and may not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. If a purchase order or any other communication from Customer contains provisions inconsistent with the provisions hereof, this Agreement will prevail and Peloton hereby notifies Customer of its objection to and rejection of any such provisions stated by Customer, whether or not material, that are in conflict with, inconsistent with, or in addition to those contained in this Agreement. Customer’s acceptance of delivery of or payment for any Products or Services provided hereunder constitutes Customer’s acceptance of this Agreement. If there is any conflict between the terms and conditions set forth in any such addendum(s), Order and such conflict shall be resolved by giving precedence in the following order: the Order, applicable addendum and these Standard Terms & Conditions of Purchase.
2. **Orders.** Peloton will use commercially reasonable efforts to supply to Customer such quantities of Products and Services as Customer orders pursuant to this Agreement. Customer may not cancel any Order after acceptance, and changes in order quantities require Peloton’s prior written consent. Peloton will use reasonable efforts to comply with such requests, but will not be responsible or liable for any failure to provide changed amounts. Notwithstanding any other provision herein, Peloton’s obligation to supply Products and Services to Customer is subject to availability and Peloton’s other obligations.
3. **Payment Terms.** Unless otherwise stated on the Order, invoiced amounts are due upon receipt and payable in U.S. dollars. Customer will pay or reimburse Peloton for all sales, use, value-added and other taxes (except taxes on Peloton’s net income) claimed or imposed by any governmental authority upon the sale of the Products and Services or payments to Peloton under this Agreement. Customer may not set off from any amounts due to Peloton any amounts claimed to be owed by Peloton to Customer for any reason.
4. **Remedies.** If Customer fails to pay when due any amount that Customer owes to Peloton for Products, Peloton has, in addition to any other rights of Peloton, the right (without liability to Customer) to repossess such Products, to suspend the provision of Services, and/or to require Customer to effect return delivery of such Products to Peloton at Customer’s expense. In addition, until Customer has paid to Peloton the entire amount due for such Products, Peloton will retain a security interest in such Products in the amount of the full purchase price plus all other amounts due hereunder, and Peloton will retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Products. A copy of Peloton’s invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Peloton’s security interest. Upon request, Customer will execute any financing statements and other instruments necessary or appropriate for Peloton to perfect its security interest.
5. **Shipment.** Peloton will use commercially reasonable efforts to ship by the scheduled shipping date(s) on the Order, but shipping dates are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by Peloton. In no event will Peloton be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Customer. Except as otherwise specified in the Order, items will be packed for shipment and shipped in accordance with Peloton’s standard practices.
6. **Title and Risk of Loss.** Subject to Section 4, title to the Products sold by Peloton to Customer, and all risk of loss of or damage to such Products, pass to and are assumed by Customer upon delivery to the destination specified by Customer.
7. **30-Day Trial.** Peloton offers a thirty (30) day trial on the first Peloton Product ordered by Customer (“**30 Day Trial**”). If Customer is not satisfied with the Product, Customer may initiate the return of the Product within 30 days of delivery for a full refund and no return shipping fees by requesting a return in writing to commercialsales@onepeloton.com. Customer may also return any Product accessories and subscription and warranty fees if purchased on the same Order as the Product. 30 Day Trial is not offered for subsequent Products ordered by Customer. Any Product or accessory returned with excessive wear and tear is not eligible for a full refund. Accessories not returned with a Product are not refund eligible. 30 Day Trial is subject to availability and is not available to certain delivery addresses. Customer should contact commercialsales@onepeloton.com to determine eligibility.
8. **Preventative Maintenance.** Peloton offers Preventative Maintenance Services in limited markets to provide quarterly service calls to maintain certain components of the Products sold by Peloton to Customer (“**Preventative Maintenance Services**”). Such Preventative Maintenance Services are subject to availability and the sole discretion of Peloton at the time of sale for the Products and Services. In the event that Customer elects to enter into the Preventative Maintenance Services Addendum for the purchase of Preventative Maintenance Services (as defined in the Preventative Maintenance Services Addendum), the purchase of Preventative Maintenance Services shall be expressly listed on the Order. The terms of the Preventative Maintenance Services Addendum are hereby incorporated into these Standard Terms & Conditions of Purchase and made a part hereof, and all references

herein to “Services” shall be deemed to include Preventative Maintenance Services.

9. **Inspection and Returns.** Customer must carefully inspect all deliveries of Products and report promptly to Peloton any alleged error, shortage, defect or nonconformity of such Products. Products are non-returnable except as set out in Section 7 and Peloton’s Return Policy in effect at the time of purchase, the current version of which is located at www.onepeloton.com. Prior to initiating any return, Customer must call its designated Peloton account representative, or Peloton member support, and describe the issues with the Products. A return shipping fee is charged for some Products.

10. **Warranty Claims.** The Peloton Commercial Bike Limited Warranty provided by Peloton (the “**Limited Warranty**”) applies to purchases of the Products. Customer must contact member support to obtain warranty or support service for the Products and Services, whether under the Limited Warranty or otherwise. If Customer obtains service for the Products and Services from anyone other than a Peloton authorized representative, Customer may no longer receive protection under the Limited Warranty.

11. **Product Use.** Customer may not charge any fees of any kind for use of the Products and Services (e.g., pay-per-ride or access fees or subscription charges) without Peloton’s prior written consent in each instance (which may be withheld in Peloton’s sole discretion). Prior to using any Peloton Products and Services, all users are required to accept Peloton’s Terms of Service, Privacy Policy, and Subscription Terms and Conditions, the current versions of which are located at www.onepeloton.com, as well as any other terms presented to users during the sign-in process (collectively, the “**Peloton Terms of Service**”). Customer may not create or otherwise publicize general-use login credentials for any Peloton Products and Services that enable any user to access the Peloton Products or Services without a personal account. To the extent the Peloton Terms of Service, as applied to Customer, conflict with the terms of this Agreement, the terms of this Agreement control. Without limiting anything else in this Agreement or in the Peloton Terms of Service, Customer acknowledges and agrees that Customer is solely responsible for maintaining its premises and equipment in good working order, for posting all appropriate health and safety notices, and for obtaining waivers and releases of liability from all users of Customer’s facilities and equipment.

12. **Professional Advice and Medical Disclaimers.** The Products and Services offer health and fitness information and are designed for educational and entertainment purposes only. Customer should not, and will instruct its users not to, rely on such information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. The use of any information provided by the Products and Services is solely at the user’s own risk, and users should not disregard, avoid, or delay in obtaining medical or health related advice from a healthcare professional because of any information provided through the Products and Services. Nothing stated in the Products and Services are intended to be, nor may be taken to be, the practice of medical or counseling care (including without limitation, psychiatry, psychology, psychotherapy, or health care treatment,

instructions, diagnosis, prognosis or advice). The Products and Services are continually under development, and Peloton makes no warranty of any kind, implied or express, as to the accuracy, completeness or appropriateness thereof for any purpose. In that regard, developments in medical research may impact health, fitness and nutritional advice. No assurance can be given that the Products and Services will always include the most recent findings or developments with respect to the particular material.

13. **Insurance.** Peloton does not provide theft, property, personal injury, or any other type of insurance to Customer, except that upon Customer’s request Peloton will provide evidence of coverage solely in connection with and for purposes of completing the delivery of Products to Customer’s premises. Customer acknowledges that it is Customer’s sole responsibility to insure Customer’s Products and Services, and Peloton shall have no liability to Customer in connection therewith.

14. **Cancellation.** If Customer breaches any material provision of this Agreement, Peloton may cancel all or part of any orders hereunder, at any time, without liability or payment to Customer. Peloton may also cancel all or part of this Agreement, without cause, at any time by written notice, in which case Peloton will refund to Customer the amounts specified in the Order that were previously paid by Customer for Products and Services not delivered prior to cancellation.

15. **Limited Warranty and Warranty Disclaimer.** It is the sole and exclusive responsibility of Customer to determine the suitability of any and all Products and Services for Customer’s intended uses. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PELOTON, AND PELOTON GIVES OR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NO REPRESENTATIVE OF PELOTON IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THE LIMITED WARRANTY OR THIS SECTION IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PELOTON THAT MAKES SPECIFIC REFERENCE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, PELOTON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

16. **Limitation of Liability.** PELOTON’S SOLE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR USE OF PRODUCTS AND SERVICES SOLD HEREUNDER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL BE STRICTLY LIMITED TO PELOTON’S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS AND SERVICES SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN AN AMOUNT IN EXCESS OF, AND PELOTON’S LIABILITY WILL BE STRICTLY LIMITED TO, AMOUNT(S) ACTUALLY RECEIVED BY PELOTON FROM CUSTOMER FOR THE PRODUCTS AND SERVICES THAT GIVE RISE TO THE LIABILITY. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE, DATA OR PROFITS, OR DELAYS OR INCONVENIENCE, EVEN IF PELOTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that no guarantees or assurances have been made as to results that may be obtained from the use of the Products and Services whether used singly or in combination with other products or services. Customer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Customer by Peloton or any of its representatives regarding the specifications, storage, handling, maintenance or use of Products and Services, which recommendation or instruction is followed or acted upon entirely at Customer's own risk. Customer acknowledges that it is purchasing Products and Services to be used by its own end users. To the extent allowed by law, Peloton will not be liable to these end users, and Customer agrees to indemnify Peloton for any injuries incurred in connection with its users' use of the Products and Services. There are inherent risks in the use of exercise equipment, and all users' use of the Products is at their own risk.

17. **Confidentiality.** "Confidential Information" means all trade secrets, know-how, inventions, developments, software, pricing information and other business or technical information disclosed by or for Peloton, but not including any information that Customer can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation of confidentiality, (b) generally available to the public without breach of this Agreement, or (c) independently developed by it without access to or reliance on Peloton's information. The pricing and quantity provisions in the Order constitute Confidential Information. Except for the specific rights granted by this Agreement, Customer will not use or disclose any Confidential Information without Peloton's prior written consent, and will use reasonable care to protect it from unauthorized access, use or disclosure. Customer will be responsible for any breach of confidentiality by anyone to whom Customer discloses Confidential Information. Any breach or threatened breach of this provision will cause irreparable harm to Peloton for which money damages would not be an adequate remedy. Accordingly, Peloton will, in addition to any other legal or equitable remedies, be entitled to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

18. **Marketing and Publicity.** Any marketing or promotion of the Products and Services must comply with Peloton's Commercial Marketing Guidelines as updated from time to time in Peloton's discretion and any additional instructions or guidelines that Customer receives from Peloton from time to time. Customer may not use Peloton imagery or marketing collateral ("**Peloton Material**") unless such Peloton Material is posted on Peloton's press page at press.onepeloton.com or provided to Customer by Peloton. Customer has a limited right to copy and use Peloton Material, without modification, solely for purposes of marketing and promoting the Products and Services pursuant to this Agreement in accordance with Peloton's Commercial Marketing

Guidelines, Peloton's Usage Guidelines, as updated from time to time in Peloton's discretion and which may be found at <http://commercial.onepeloton.com/Peloton-Commercial-Marketing-Guidelines-2020.pdf> and the confidentiality restrictions herein. Customer may not make any use of Peloton's name or trademarks for purposes other than marketing or promoting the Product and Services consistent with the guidelines referenced above, or make any modifications to Peloton Material, without Peloton's express prior written approval, which may be granted or denied by Peloton in its sole discretion. To request such permission, Customer should contact commercialmarketing@onepeloton.com. Customer agrees that Peloton may use Customer's name, trademarks, logos and other branding features in connection with marketing-related communications and may reference Customer in partner listings and, as applicable, in Peloton's Hotel Finder online tool, available at <https://hotelfinder.onepeloton.com/>. Customer acknowledges that failure to adhere to these requirements constitutes waiver of the Peloton Commercial Warranty with respect to Customer and a material breach of this Agreement, and may constitute a violation of trademark, copyright, unfair competition, false advertising, and related laws.

19. **Export Control.** Customer will comply with the U.S. Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and restrictions and regulations of the Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and not export, or allow the export or re-export of any Product or Service in violation of any such restrictions, laws or regulations.

20. **General.** Communications under this Agreement will be in English, via email or in writing, and deemed to have been duly given upon receipt if sent to the email or address set forth on the Order or such other address as a party may specify. If any provision of this Agreement is determined to be invalid, unenforceable or void for any reason, such provision will be limited or modified to the limited extent necessary to most closely reflect the parties' intent and render the remainder of this Agreement in full force and effect and enforceable. The waiver of any breach will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission to exercise any right or remedy, operate as a waiver. This Agreement and the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its principles on conflicts of law. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in New York, New York, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action to enforce this Agreement the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with that action, in addition to any other relief to which such party may be entitled. Nothing contained in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. In no event will Peloton have any liability for any delayed performance or nonperformance by Peloton that results,

in whole or in part, directly or indirectly, from any cause beyond Peloton's reasonable control, including (but not limited to) acts of God, wars, riots, civil disturbances, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component materials or parts, labor, equipment, utilities, facilities, or transportation, and acts of any government or agency thereof. Customer's order will be deemed suspended for so long as any such cause prevents or delays Peloton's performance. In the event of any such suspension, Peloton will have the option, upon notice to Customer, to (a) terminate its obligation to sell any or all of the Products and Services, or (b) resume performance as soon as practicable after the suspension, and reschedule delivery of the Products and Services ordered hereunder to one or more deferred dates agreed upon by Customer and Peloton. This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior written or oral understandings and agreements as to such subject matter; (ii) may be amended or modified only by a writing executed by an authorized officer of the party against whom enforcement is sought; (iii) may not be assigned by Customer without the written consent of Peloton; and (iv) will be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

Peloton Interactive, Inc.
125 W. 25th Street, 11th Floor
New York, NY 10001

PREVENTATIVE MAINTENANCE SERVICES ADDENDUM

This **PREVENTATIVE MAINTENANCE SERVICES ADDENDUM** (this "**Addendum**") is an addendum to the Peloton Commercial Partner Standard Terms & Conditions of Purchase, between Peloton Interactive, Inc. and Customer ("**Standard Terms & Conditions**," and together with this Addendum, the "**Agreement**"). The Preventative Maintenance Services purchased by Customer are subject to the terms and conditions of the Agreement. Capitalized terms used in this Addendum that are not otherwise defined shall have the meaning set forth in the Standard Terms and Conditions. Except as expressly supplemented by this Addendum, all terms and provisions of the Standard Terms and Conditions shall remain in full force and effect.

1. **Term.** The Preventative Maintenance Services shall commence on the order date listed on the Order (the "**Preventative Maintenance Services Effective Date**") and shall continue for a term of one (1) calendar year (the "**Initial Term**"). If Customer has no Products in its possession as of the Preventative Maintenance Services Effective Date, the Term will continue for one (1) calendar year after the subscription activation of the first Product in Customer's possession.

2. **Coverage and Preventative Maintenance Services.** Subject to the terms and conditions of the Agreement, including Customer's payment for the Preventative Maintenance Services (as set forth in the applicable Order), Peloton will provide the following services during the Preventative Maintenance Service Term (collectively, the "**Preventative Maintenance Services**").

a) Peloton will conduct one (1) scheduled preventative maintenance check on all Products sold by Peloton to Customer at Customer's physical delivery address as set forth in the applicable Order (the "**Covered Facility**") approximately every three (3) months ("**Preventative Maintenance Visit(s)**"). During each Preventative Maintenance Visit, Peloton will examine and perform work relating to the product components listed in Paragraph 5 of this Addendum ("**Product Components**") as it deems necessary to maintain the performance of the Product(s) in working order. Customer shall provide Peloton's representatives full access to the Covered Facility and the applicable Product(s) in order to perform the necessary examination and repairs. Any removed parts from Customer's Products will become the property of Peloton at the time of the Preventative Maintenance Visit.

b) For avoidance of doubt, it is Customer's responsibility to maintain the Products in between Preventative Maintenance Visits by regularly inspecting the Products for any damage, loose parts or other signs of wear and tear that could cause breakdowns or part failures. Any Product that shows signs of worn or damaged parts should be removed from service by Customer immediately. Please reach out to Peloton's Commercial Support team at commercialsupport@onepeloton.com to resolve any known issues regarding the Products in between Preventative Maintenance Visits, including the scheduling of any service call between Preventative Maintenance Visits.

3. **Exclusions.** The following items are out of scope of the Preventative Maintenance Services under this Addendum:

a) Any component or part of the Product(s) not listed in Paragraph 5 of this Addendum;

b) Any Product that has been used (i) outdoors and/or in a non-commercial setting; (ii) in fitness, recreation, amenity or other common access rooms of multi-family residential complexes (unless such sale was authorized by Peloton's Commercial Sales team); or (ii) in for-profit, membership-based commercial gyms other than gyms open solely to employee populations as part of an employer-sponsored corporate wellness benefit;

c) Any non-Product related Peloton Products or Services, non-Peloton products or labor, units that are, or that Peloton reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, units purchased or used outside the United States and units missing serial numbers;

d) Software, even if sold with or embedded in the Peloton Bike, or internet connectivity. Peloton does not warrant that the operation of the Product will be uninterrupted or error-free;

e) Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair (other than that caused by a Peloton authorized service technician), use of the Product with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the Peloton Bike, or any use contrary to the instructions in the bike manual; or

f) Damage or equipment failure due to accident, abuse, improper or abnormal use, neglect, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, fire, flood, wind, lightning, freezing or other natural disasters or acts of God of any kind, electrical wiring, power reduction, power fluctuation or power failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects, or modifications that are unauthorized or not recommended by Peloton.

4. **Limitations.**

a) Peloton is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever arising out of or in connection with this Addendum, including in connection with the purchase, use, repair or maintenance of equipment or parts. Peloton does not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.

b) Any attempt to move or repair fitness equipment creates a risk of injury and property damage. Peloton is not responsible or liable for any damage or injury incurred during, or as a result of, any move, repair or attempted repair of equipment by anyone other than a Peloton authorized service technician. All moves or repairs attempted by you or your agents are undertaken AT YOUR OWN RISK and Peloton shall have no liability for any injury to persons or property arising from such attempted moves or repairs. In addition, labor may no longer be covered if the Product is moved outside of Peloton’s service area.

c) PELOTON GIVES OR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED RELATING TO THE PRODUCTS, PREVENTATIVE MAINTENANCE SERVICES AND OTHER SERVICES PERFORMED BY OR ON BEHALF OF PELTON IN CONNECTION WITH THIS ADDENDUM. NO REPRESENTATIVE OF PELTON IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THIS ADDENDUM IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PELTON THAT MAKES SPECIFIC REFERENCE TO THIS ADDENDUM. WITHOUT LIMITING THE FOREGOING, PELTON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

5. **Product Components.** The Preventative Maintenance Services shall cover the maintenance include the following parts and components of the Products (the Product Components):

Product Component	Peloton SKU	Product Component	Peloton SKU
Seat Post	SP-11-02	Left Crank Arm	RP-19
Seat Post	RP-02	Hub & Axel Assembly (Bearings)	SP-25
Sleeve	SP-05	Hub & Axel Assembly (Bearings)	RP-25
Sleeve	RP-05	Front Belt Guard	SP-26
Small L Handle	SP-06	Front Belt Guard	SP-11-26
Small L Handle	RP-06	Front Belt Guard	RP-26
Large L Handle	SP-07	Handlebar	SP-43
Large L Handle	RP-07	Handlebar	RP-43
Outer Belt Guard	SP-12	Handlebar Post	SP-44
Outer Belt Guard	SP-11-12	Handlebar Post	SP-11-44
Outer Belt Guard	RP-12	Handlebar Post	RP-44
Inner Belt Guard	SP-13	Screws - Water Bottle Holder Cups	SP-61
Inner Belt Guard	SP-11-13	Screws - Sweat Protection Guard	SP-62
Inner Belt Guard	RP-13	Screws - Weight Holder	SP-50
Right Crank Arm	SP-17	Screws - Belt Guard Screw Set	SP-14
Right Crank Arm	SP-11-17	Water Bottle Holder - Cups	SP-59, SP-11-59, RP-59
Right Crank Arm	RP-17	Front Sweat Protection Guard	SP-60, SP-11-60, RP-60
Left Crank Arm	SP-19	Double Sided Pedals	SP-22
Left Crank Arm	SP-11-19		

6. **General.** This Addendum inures solely to Customer and is not transferable to subsequent purchasers or owners of the Product. Payment for the Preventative Maintenance Services shall be due and payable pursuant to terms of the Agreement and the Order. Any communications regarding Preventative Maintenance Services should be directed to Peloton’s Commercial Support team at commercialsupport@onepeloton.com, including any scheduling and billing-related inquiries from Customer. Any services performed by Peloton outside the scope of this Addendum shall be invoiced to Customer as an additional charge at Peloton’s then-standard rates. Service requested by Customer to be performed at times other than business hours shall be subject to Peloton’s personnel availability and charged to Customer at Peloton’s overtime rate on the date such service is performed. If Peloton provides any services for which additional fees are payable as contemplated in this Addendum, Peloton will provide invoices to Customer, and such amounts will be due and payable pursuant to terms of the Agreement.



Order your Bike today and get it within 2-3 weeks*

Find the Bike package that'll set you and your household up to make the most of our original game-changing cardio experience.

BIKE

Immersive cardio

BIKE+

Cardio + strength

[Compare Bikes](#)



BIKE BASICS

\$1,495

Includes delivery and assembly

As low as \$39/month for 39 months at 0% APR.

[Prequalify Now](#)

SHOP NOW



BIKE ESSENTIALS

\$1,645

Includes delivery and assembly

As low as \$43/month for 39 months at 0% APR.

[Prequalify Now](#)

SHOP NOW



BIKE WORKS

\$1,745

Includes delivery and assembly
 As low as \$45/month for 39 months at 0% APR.
[Prequalify Now](#)

SHOP NOW



BIKE FAMILY

\$1,945

Includes delivery and assembly
 As low as \$50/month for 39 months at 0% APR.
[Prequalify Now](#)

SHOP NOW

Monthly payments based on 0% APR over 39 months, subject to availability.

Peloton All-Access Membership separate

\$39/month All-Access Membership required with all Bike packages. No commitment. Pause or cancel anytime. Create profiles for everyone in your home on the Bike and the Peloton App. [Learn more](#). Age and size restrictions apply.

DELIVERY & SETUP



30 DAY HOME TRIAL

Try Peloton at home for 30 days. If you're not completely satisfied, we'll pick it up and refund your entire order.

[Learn More](#)



DELIVERY AND ASSEMBLY

Our team of experts will deliver a fully assembled Bike into the room of your choice and get you ready to ride.

[Learn More](#)



12-MONTH LIMITED WARRANTY

Coverage on the Bike touchscreen and most original components with our team ready to repair unforeseen issues under warranty.

[Learn More](#)


VIEW BIKE SPECS


FAQs


What's included with the All-Access Membership and is it required for the Bike? ▼


Can other people use my All-Access Membership? ▼


Does Peloton have an app for when I'm away from my Bike? ▼

How many classes does Peloton offer? Are there beginner to advanced options? 


Do I need cycling shoes to use the Peloton Bike? 


How much space will the Bike take up in my home? 


Is there a height or weight limit for using the Peloton Bike? 


Does the Bike have speakers? Can I use headphones? 

Is the Peloton Bike Bluetooth™-enabled? 

Can I use my heart rate monitor with the Peloton Bike? 

Is my internet connection strong enough to stream Peloton content? 

How does 30 Day Home Trial for the Bike work? 

How will my Bike be delivered? Will it be assembled? 

Does my Bike come with a warranty? 
