

STRENGTH AND CONDITIONING SERVICES AGREEMENT

This STRENGTH AND CONDITIONING SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of April, 2021 between LINN-MAR COMMUNITY SCHOOL DISTRICT ("School") and ABILITY PHYSICAL THERAPY, P.C., (the "Contractor").

RECITALS

The School wishes to have Strength and Conditioning services performed by the Contractor and the Contractor wishes to provide the Strength and Conditioning services for the School.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services. The Contractor shall provide one (1) Strength and Conditioning Coordinator employed by Ability Physical Therapy to provide strength and conditioning on-site supervision to the School during such times where strength and conditioning services are needed and requested. The Contractor shall provide comprehensive functional testing of all athletes at the School who choose to participate. The dates of testing will be mutually agreed upon by the coaching staff of the School and the Contractor.
2. Term. This Agreement may be terminated by either party on sixty (60) days' written notice for any reason or no reason.
3. Facilities. The School shall provide all necessary supplies and equipment required for Strength and conditioning training performed and to maintain storage of athlete information for workout programs and functional testing. Contractor shall furnish all equipment needed for functional testing.
4. Fees for Services.
 - a. The Contractor agrees to provide Strength and conditioning services to the School for an annual sum of \$30,000.00. In consideration for the services under this agreement, the School agrees to the amount of \$30,000.00. The annual amount shall be divided between (12) twelve months. An invoice shall be submitted the first of each month for \$2,500.00.
 - b. This fee would be for a maximum of 1200 hours of onsite services per year. Any additional hours of service would be billed at \$20.00 per hour. Hours worked for additional camps (my multiple workers) will be included in the 1200 hours per year along with an additional stipend of \$10.00 per individual participant for strength and conditioning camps.
 - c. Advertising for both Ability Physical Therapy and Elite Fitness services in the Linn Mar School district will consist of video ads in the Gymnasium and at the

Stadium as well as name recognition on all sports team posters when businesses are listed. Signage will also be placed in the strength and conditioning area of the high school.

5. Duties. Contractor agrees to provide only individuals experienced and qualified to perform Strength and conditioning services. The Contractor agrees those individuals shall perform their duties in accordance with the professional ethics and standards practice that may be prevailing during the Term of this Agreement, and in accordance with the policies, standards, and regulations that the School may from time to time establish. The School may reject or refuse the services of any individuals that the Contractor provides to the School under this Agreement.

6. Records. All records, reports, claims, and correspondence prepared by the Contractor in connection with the services rendered herein shall remain the property of the School, but will be made available for the use by Contractor provided that the same shall not be removed from the premises of the School without consent of the School.

7. Professional Liability Insurance. Contractor will provide its own professional liability insurance, with responsible insurance carrier licenses to do business in the State of Iowa. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence/Three Million Dollars (\$3,000,000.00) aggregate.

8. Indemnification. Contractor shall indemnify and hold School harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that School may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor or as a result of failure to pay any employment or income taxes arising Contractor performance of Services for the School. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

School shall indemnify and hold Contractor harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that Contractor may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor. If a suit, action, arbitration or other

proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered personally, with a written receipt acknowledging delivery or telefaxed, or three (3) business days requested, with postage fee prepaid and addressed:

Contractor: Ability Physical Therapy
Attn: Michael Reiling
300 Virgil Avenue
Mount Vernon, Iowa 52314

School : Linn Mar Community School District
Attention: David Brown
3111 10th Street
Marion, IA 52302

Either party may change its address for notice hereunder by providing written notice of such a change to the other Party hereto.

Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Assignment. This Agreement may not be assigned to another by either party, without the written consent of the other party. The Contractor shall have any right to encumber or dispose of any right to receive payments hereunder, it being understood that such payments and the right hereto are non-assignable and nontransferable.

Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Contractor's successors and assigns, and the successors and assigns of the School.

Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Iowa.

Waiver. Any waiver to be enforceable must be in writing and executed by the Party against whom the waiver is sought to be enforced.

Counterparts. The Agreement may be executed in two or more counterparts, which counterparts may be delivered by electronic facsimile such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR STRENGTH AND CONDITIONING SERVICES AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Strength and Conditioning Services Agreement as of the date set forth below to be effective as of the date first above written.

SCHOOL:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____ Dated: _____
Name:
Title:

CONTRACTOR:

ABILITY PHYSICAL THERAPY, P.C.

By:  _____ Dated: 3-23-2021
Michael Reiling
President