



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of June 24, 2022 by and between Athletic Management, LLC, a Delaware limited liability company ("Athletico") and North Boone High School ("Client" and, together with Athleticco, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athleticco to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athleticco desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Engagement.** Client hereby engages Athleticco to provide the athletic training services set forth on Exhibit A (the "Services") on behalf of Client under the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulations, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulations under the Illinois athletic training practice act and (d) Athleticco shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents. Client is responsible for obtaining and maintaining a team physician or consulting physician, who holds a valid and unrestricted license in the applicable state(s), for the Term (as defined below). Athleticco, in its sole discretion, will assign athletic trainer(s) to provide the Services. Athleticco reserves the right to substitute an assigned athletic trainer with an equally qualified athletic trainer as necessary. Athleticco maintains the final decision for athletic trainer assignment.
- 2. Compensation.** In consideration for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities" on Exhibit A and (b) pay Athleticco the fees set forth on Exhibit B. Client shall provide payment to Athleticco thirty (30) days from the invoice date.
- 3. Schedule Changes and Cancellations.** Client must notify Athleticco of any change to the event schedule set forth on Exhibit A no later than fourteen (14) business days prior to the applicable event. If Client fails to provide such notice for any event, Athleticco, at its option, may decline to provide the Services at such event. Client shall notify Athleticco as early as practicable if inclement weather or unplayable surfaces are suspected prior to any event.
- 4. Late Payments.** All payments not received by Athleticco within thirty (30) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athleticco, including court costs and reasonable attorneys' fees. Additionally, in any instance that Client fails to provide payment to Athleticco within sixty (60) days after the date of invoice, Athleticco may pause any or all services until it receives all late payments from Client.
- 5. Term of Agreement.** The term of this Agreement (the "Term") shall be from August 1, 2022 to July 31, 2025. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; (c) Athleticco may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Either party may terminate without cause on thirty (30) days prior written notice to Client. In the event of termination by the Client, Client shall pay any fees and expenses owed to Athleticco as of the effective date of termination. Any obligations set forth in the Compensation, Opportunities, Indemnification, Confidentiality, or Non-Interference sections of this Agreement shall survive the termination of this Agreement.
- 6. Opportunities.** During the Term and for a one (1)-year period after the expiration of the Term or earlier termination of this Agreement, before Client may enter into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athleticco on the same terms and conditions as offered to or by the third party. Athleticco shall have thirty (30) days during which to accept said offer. If Athleticco does not accept said offer within thirty (30) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athleticco within ninety (90) days after the expiration of such thirty (30) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 6 shall again be applicable.
- 7. Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athleticco, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athleticco as an additional insured under its liability insurance policy and provide evidence thereof upon Athleticco's written request.

8. Indemnification and Waivers.

- a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
- b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
- c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's gross negligence or reckless act or omission or intentional misconduct.
- d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of the Agreement.
- e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
- f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan.

- 9. Notices.** Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below or at such other or additional address as the other party may designate by notice to the other:

If to Client: North Boone High School c/o Mike Greenlee - Superintendent
18723 Poplar Grove Road, Poplar Grove, Illinois 61065, United States

And

If to Athletico: Athletico Management, LLC. c/o Bo Leonard, Payten Gerjerts, Jason Bannack, and Jason Barclay
2122 York Road, Suite 300, Oak Brook, IL 60523

10. Miscellaneous.

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois (excluding its choice of law principles). The parties agree that any disputes arising hereunder that the Parties cannot resolve themselves shall be settled by binding arbitration with a single arbitrator agreed to by the Parties, or if the Parties cannot agree, by a single arbitrator selected by the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted using the Federal Rules of Evidence and the Federal Rules of Civil Procedure, to the extent applicable.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements, trainings, and background checks that are reasonably necessary for Athletico's certified athletic trainers to provide the Services. Client shall provide and pay for all criminal background checks required for any Athletico employee working with or being with Client's students. Athletico will only assign Athletico employees to provide Services for Client that have successfully passed such checks pursuant to the Illinois School Code.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.

- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Uncontrollable Event.** The occurrence of an event which prevents a Party from performing its obligations or duties hereunder which is beyond the reasonable control of the Party affected, and which could not reasonably have been foreseen or provided against, including, acts of God, labor difficulties, riots, strikes, war, and acts of state or governmental action prohibiting any party from performing its respective obligations under the Agreement ("Uncontrollable Event") shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Uncontrollable Event. Such obligations shall resume when such Party is no longer prevented from performing. If an Uncontrollable Event occurs, the Party prevented from performing its obligations must immediately send notice to the other Party giving full particulars of the event and the reason(s) that Party is prevented from performing its obligations under this Agreement and that Party must use its reasonable efforts to mitigate the effect of the Uncontrollable Event upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement. An Uncontrollable Event does not relieve a party from liability for obligations which arose before the occurrence of an Uncontrollable Event, nor does it excuse payment obligations. If an Uncontrollable event prevents a Party from performing its obligations for more than thirty (30) days, the other Party may immediately terminate this Agreement upon notice to the affected Party. If this Agreement is terminated due to an Uncontrollable Event, the affected Party shall pay any fees and expenses owed to the other Party as of the effective date of termination. The Parties acknowledge that they are entering into this Agreement during a period of nationwide labor difficulties that make it impossible for Athletico to guarantee that it can provide all of the Regular Services (defined below) included in Exhibit A. If Athletico cannot provide a Regular Service under this Agreement, Athletico will notify Client as soon as practicable. Notice required under this section shall be sent in accordance with Section 9 of this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico. This Agreement shall inure to the benefit of and be legally binding on the Parties hereto, their successors and assigns.
- i. **Non-Interference.** During the Term, including any initial and renewal terms, and for a two (2)-year period after the expiration of the Term or earlier termination of this Agreement, the Client agrees that it will not, directly or indirectly (e.g., by hiring or contracting with or using another company that hires or contracts with Athletico's employees), through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Athletico (which consent may be withheld in Athletico's sole discretion for any reason), solicit, take any action that constitutes, results or may reasonably be expected to result in soliciting, contract, engage, hire or employ any person who is, or at any time was, an employee of Athletico. Further, Client shall not encourage, induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise recommend that any third party hire any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **Student Records.** To the extent Athletico generates or maintains records related to a student, Athletico agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the Client and shall limit access to only those employees or agents with a need to know.
- k. **Evidence of Physical Fitness.** Upon request from Client, Athletico shall provide evidence to the Client that its employees are physically fit to perform the duties required to complete the Services and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.
- l. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- m. **Waiver; Amendment.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect. This Agreement may only be amended in a writing that is duly executed by both Parties.

- n. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- o. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- p. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- q. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law, including but not limited to FOIA requests, or legal process.
- r. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATHLETICO MANAGEMENT, LLC

By:

North Boone High School

By:

EXHIBIT A

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for North Boone High School" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall mention Athletico Physical Therapy in all press releases, radio spots, newsletters, or related materials.
- d. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- e. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted IHSA playoff events as approved by the IHSA.
- f. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- g. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- h. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- i. Client shall place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.
- j. Client to send quarterly emails to database highlighting partnership with Athletico. Athletico to provide all content and graphics. Content to be mutually agreed upon between Client and Athletico.
- k. Client shall provide a full-page ad in team program. Athletico will provide the artwork.
- l. Client to provide Athletico opportunity to present at seasonal/team parent meetings.
- m. Client shall provide Athletico with access to facilities, at no cost, as necessary to carry out its responsibilities under this Agreement.
- n. Client shall provide Athletico athletic trainer(s) reasonable access to a telephone and computer/laptop in, or in close proximity to, the location where services are being provided.
- o. Client shall provide Athletico with a dedicated area, at no cost, to perform the Services.
- p. Client shall provide Athletico with all reasonably necessary and required supplies and equipment, at no cost, in connection with the performance of the Services upon written request from Athletico.
- q. Client shall provide for the transportation of injured athlete to an on-site or off-site treatment location in non-emergency situations. Client shall take all necessary steps for the transportation of injured athlete, including, but not limited to, calling 911, in emergency situations.
- r. Client shall provide Athletico with a list of locations of emergency telephones, emergency contacts, and emergency procedures. Athletico shall assist with the creation and maintenance of this list as necessary.
- s. Client shall be responsible for all expenses incurred by the athletic trainer including parking and food.
- t. Client shall take necessary steps and adopt any required policies needed to facilitate the communication between Client, including its Athletic Department and coaches, and Athletico.
- u. Client shall cooperate with Athletico in all other respects to achieve the objectives of this Agreement.

ATHLETICO RESPONSIBILITIES:

Athletico will be the Official provider of athletic training coverage for Client and will provide the following athletic training services:

- a. One (1) licensed, certified athletic trainer will be available after school Monday-Friday for pre-event taping, home event coverage for IHSA sanctioned events and for the 2022-2025 school years. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at 30 hours per week per season. Season is defined by the IHSA or as otherwise agreed upon by the Parties. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of the 30 hours per week shall be considered "Additional Services."
- b. One (1) licensed, certified athletic trainer will be available for summer camp coverage. Summer hours will be mutually agreed upon between Athletico and Client by May 1st of each year. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, Athletico will provide additional Athletic Trainers; however, any Athletic Trainers in excess of One (1) shall be considered "Additional Services" for purposes of this Agreement.
- d. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services (other than coverage for away football contests as provided above) shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 30 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- e. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees

to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.

- f. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- g. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- h. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- i. Athletico shall provide education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- j. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments and virtual free injury assessments via its telehealth application to the extent permitted by applicable law.
- k. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- l. Athletico will provide marketing handouts and free injury assessment, upon request.
- m. Assistance with IHSA body fat testing for wrestlers.
- n. If requested, implementation of educational in-services or onsite screening days utilizing Athletico Physical Therapists and/or Certified Athletic Trainers to address such areas such as program service lines. Dates and times to be mutually agreed upon between Client and Athletico.
- o. Preferred pricing through current vendor relationships for athletic training supplies and concussion baseline testing purchased by Client.

EXHIBIT B

COMPENSATION:

As compensation for all Regular Services, Client shall pay Athletico the sum of \$25,146.00 for the 2022-2023 school year. The \$25,146.00 amount shall be invoiced and payable in installments as follows:

First Installment	Due September 15, 2022	=	\$8,382.00
Second Installment	Due December 15, 2022	=	\$8,382.00
Third Installment	Due March 15, 2023	=	\$8,382.00

As compensation for all Regular Services, Client shall pay Athletico the sum of \$25,938.00 for the 2023-2024 school year. The \$25,938.00 amount shall be invoiced and payable in installments as follows:

First Installment	Due September 15, 2023	=	\$8,646.00
Second Installment	Due December 15, 2023	=	\$8,646.00
Third Installment	Due March 15, 2024	=	\$8,646.00

As compensation for all Regular Services, Client shall pay Athletico the sum of \$25,938.00 for the 2024-2025 school year. The \$25,938.00 amount shall be invoiced and payable in installments as follows:

First Installment	Due September 15, 2024	=	\$8,646.00
Second Installment	Due December 15, 2024	=	\$8,646.00
Third Installment	Due March 15, 2025	=	\$8,646.00

Compensation is calculated based on the average number of hours over forty-four (44) weeks. The Parties agree that the compensation will be prorated for any year in which Athletico is unable to provide all of the Regular Services under this Agreement.

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 9:

North Boone High School
18723 Poplar Grove Road
Poplar Grove, Illinois 61065
United States
Attention: Mike Greenlee - Superintendent

Any Additional Services performed by Athletico shall be billed to Client at a rate equal to \$25.00 per hour. Client shall pay each invoice in full within 2 weeks after invoice date.