Hayfield Community Schools

Training Contract
2024-2025

Strength & Conditioning Coaching Services

Provider
The Performance Center
99 20th Street NE
Stewartville, MN 55976

Hayfield Public Schools
9 Sixth Ave SE
Hayfield, MN 55940
ATTN: Chris Pack – Activities Director
Phone: 507-671-156

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Introduction

I. Purpose:

The purpose of this agreement is for Tiger Development LLC (dba: The Performance Center) to provide their strength & conditioning services to Hayfield Community Schools & their athletes. These services will be provided to all high school sports teams & students in hopes of increasing each athletes' performance and ultimately the success of all Hayfield Schools sports teams. Middle school athletes may also utilize these training services, with the understanding that the high school students will receive priority scheduling and coaching.

This proposal is a continuation of the previous training contract, November 2023 – November 2024.

The following pages include a binding contract, prepared by The Performance Center, in accordance with Minnesota State Law, exclusively for Hayfield Community Schools. This contract, in its entirety, is to be presented to the Hayfield School Board (if needed) & Superintendent and approved in a timely manner in hopes of avoiding any delays to the continuation of the current strength & conditioning program.

II. Description of Services:

Strength & Conditioning Coach Scope of Services

Definition: The practical application of sports sciences to enhance movement quality and sports performance. This includes the coaching & instruction of a variety of exercise that can aid in the development of skills such as mental focus, explosive strength, speed, power, agility, endurance, and resistance to injury.

Setting: These coaching services will provided at the Hayfield High School weight room and any other relevant facilities. Additional coaching and training may be offered at The Performance Center's training facility, located at 99 20th Street NE, Stewartville, MN 5597

Responsibilities:

The above mentioned strength & conditioning services include, but are not limited to:

- Coordinate and execute a strength and conditioning training program inside of the Hayfield weight room
- Design sport specific in-season and off-season training programs for all sports teams that are represented by athletes that attend these "Open Weight Room" hours
- Advise the District as to any supplies or training equipment needed for ideal training
- Provide strength & conditioning training guidance that the Coaching Staff can apply to into practice and off-season training
- Monitor athletic injuries and assist the District Athletic Trainer, Nurse, or Medical Staff to ensure proper recovery – this may include referring out to other licensed professionals
- Provide general guidance and information of sports nutrition to athletes and teams

- Coach and teach all athletes proper form & technique – this includes basic weight lifting, Olympic weight lifting, plyometric training, and speed & agility drills

- Coordinate routine progress checks & performance evaluations to ensure continuous progress

III. Miscellaneous Terms & Conditions

A. Promise to Carry Insurance

1) TPC agrees to carry (at minimum) the following insurance coverage to protect itself, the District, and the athletes.
    - Required Insurance:
        - **Commercial General Liability & Personal Injury Insurance**
            - $1,000,000 per occurrence/ $2,000,000 aggregate, with coverage for sexual misconduct and physical activity related injuries

B. Marketing & Advertising Rights

1) The District grants TPC the right to use the name and service marks of the District in its marketing materials or other oral, electronic, or written promotions, which shall include naming Hayfield Community Schools as a client of The Performance Center and a brief scope of services provided. In addition, TPC has the right to display Hayfield Community Schools' logo (or other identifying information) on its website, social media accounts, or similar means of marketing. Any use of the Hayfield Schools logo must be approved by the Activities Director prior to use. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall be approved by the other party and such approval shall not be unreasonably withheld.

2) The District agrees to allow TPC to use the Name, Image, and Likeness of Hayfield School athletes in accordance with Minnesota State NIL laws and MSHSL rules (Chapter 135A).

C. Communication & Solicitation of Parents/Families

1) The District grants TPC the right to communicate directly with the parents and families of the athletes that participate in the strength & conditioning program. These communications may include email, text message, phone calls, and social media direct messages. The topics of these communications may include, but are not limited to; scheduling, athlete progress reports, opportunities outside of the school, additional training & coaching, and general sports performance information.

D. Non-Compete & Non-Disclosure

1) **Covenant Not to Compete**. The District agrees that at no time during the term of this contract with TPC will they or any of their coaches, faculty, representatives, or school board members engage in any business activity which is competitive with TPC nor seek services related to the strength & conditioning of their athletes. If the District wishes to seek similar services or competitive bids from other sports performance companies, they must notify TPC of their wishes in hopes of giving TPC a chance to match or exceed any competing bids/offers.

2) **Non-Disclosure.** The District, the Activities Director, coaches, faculty, representatives, or school board members shall not share or discuss the details of this agreement with any person or entity outside of Hayfield Community Schools. This includes, but is not limited to the cost of services, personal information about TPC representatives, training methods, and the like.

3) **Intellectual Property.** The District and its Staff agree not to share any of the coaching methods, training techniques, exercise prescription, nutrition planning, or general workout design with anyone outside of the District. The training methods and recommendations provided by TPC are to be universally accepted as proprietary information & legally cannot be shared with outside parties.

E. Breach of Contract

1) Both parties agree to fulfil, maintain, and abide by all terms & conditions that are expressed in this contract. If a breach of contract is discovered, the non-breaching party agrees to notify the breaching party immediately in hopes of resolving the supposed breach.
2) In the event of a dispute regarding a breach of this Contract, both parties agree to engage in good-faith negotiations to resolve the matter. If the dispute cannot be resolved amicably, the parties may consider alternative dispute resolution methods such as mediation or arbitration as specified in the main body of this Contract.
3) If a breach is confirmed, the non-breaching party may seek compensation for damages caused by the breach, including but not limited to any costs incurred due to the breach.

F. Auto-Renew

1) In the case that Hayfield School's does not want to continue receiving strength & conditioning services from The Performance Center, they agree to provide a formal written request within 30 or more days of the expiration of this contract.
2) Without this explicit, written communication that is unanimously agreed upon by the School Board, the current contract will enter a 30-day, "Holding Period". During this period, the amount of training and agreed upon compensation will continue. The Performance Center agrees to supply Hayfield Schools with a formal notice of this *Holding Period* via email.
3) If a revised contract is not agreed upon or if Hayfield Schools fails to provide a formal cancellation request, both parties agree that this contract with auto-renew for the next school year (9 months) in accordance with the progressive pricing schedule contained in the original contract (i.e. $2.00/hour increase annually).

G. TPC's Promise to Provide (upon request)

1) Background Check
    - A voluntary background check for any coach or trainer that will be conducting training services on behalf of the Company on Hayfield Community School's grounds.
2) Coach's Meet & Greet
    - TPC hereby expresses to plan and host a coach's "Meet & Greet" event that would give the coaching staff the chance to meet the TPC Coaches, to share their goals & aspirations for their team, and to ask questions relating to the training methods & philosophies used by TPC
3) Parent-Athlete Meetings
    - Upon the request of the District, its Coaches, or athletes' parents, TPC agrees to host (up to 2x/year) Parent-Athlete conferences where individual parents could be with the TPC Coaches to ask about their student-athlete's participation in our strength & conditioning program
4) Performance Reviews
    - TPC hereby agrees to provide the District with raw data, explanations, and performance evaluations on a quarterly basis that the District can use to track the effectiveness of our training regimens

H. Cancelled or Missed Training Sessions

1) TPC Reserves the right to cancel normally scheduled training times due to:
    - Weather related incidents
        - Unsafe travel for TPC staff to travel to Hayfield School
        - Cancelation of School automatically cancels normally scheduled training times
        - Delayed start of school results in delayed training times to reflect the delayed schedule
    - Pre-Planned Vacations or Holidays
        - Includes the following holidays: Thanksgiving, Christmas, New Years, Memorial Day, Independence Day, and Labor Day
        - If School is not in-session due to a holiday, TPC and Hayfield Schools will assume that training will also be cancelled
    - Emergencies or other uncontrollable circumstances
        - Includes, but is not limited to: family emergencies, bereavement following the death of a friend/family member, or a Coach's personal illness/injury
2) TPC Agrees to abide by the following "Cancellation Policy"
    - If TPC or one of its Coaches must cancel (cannot attend) a scheduled Training session, the following steps must be taken:
        - Email/Text the Activities Director (Chris Pack)
        - Text Superintendent - TBD
    - TPC will be allotted 4 complimentary Cancellations each quarter
        - This does not include cancellations due to inclement weather that also result in cancellations, 2-hours delays, or earlier releases announced by the School
        - For every cancellation over 4 in any given quarter, TPC agrees to schedule and complete a make-up training session
        - Cancellations (non weather related) must be communicated to the Activities Director at least 12 hours before the scheduled start time
    - Late (Tardiness) Penalties
        - TPC and it's coaches agree to arrive to the School Weight Room on-time, prepared, and ready to Coach
        - TPC & its coaches are allotted one complimentary, "Late Pass" each quarter, but anything beyond this 1 late pass results in a refund for that session to be applied to the next monthly payment
            - Notice of these late arrivals are to be communicated to TPC Management by sending an email to *tpcstewartville@gmail.com*

I. Entire Agreement. This Agreement constitutes the **entire agreement** of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

Signatures

Signature – on behalf of Hayfield Community Schools	Print Name	Date
Signature – on behalf of The Performance Center	Print Name	Date

Appendix A

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that Hayfield Community Schools agrees to hold harmless and indemnify Tiger Development LLC (dba: The Performance Center) or any officer,agent, contractor, or employee of TPC from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

A) Any injury to person or property sustained by the District, its students, or its faculty during the participation of the strength & conditioning program provided by TPC within the grounds or facilities of Hayfield Schools, however caused.

The assumption of indemnity, liability and loss hereunder shall survive TPC's completion of service or other performance hereunder and any extension of termination of this contract.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that TPC may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by TPC.

May it be understood that this agreement also protects TPC from any lawsuit, action, or claim in regards to working with minors. For example, claims of sexual harassment or crimes against a minor. TPC understands that it has a legal and moral obligation to operate with the highest level of integrity in accordance with Minnesota State Law. The District is knowingly and freely giving it's permission for TPC to train it's athletes, those who are legally minors and otherwise.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Affirmed to me this_____day of_____, 2024

Appendix B

Contract Details

Start Date: Tuesday, December 1st, 2024

Primary Schedule**:** During School Year – Fall, Winter, & Spring

- Monday-Friday from 6:30a-7:30a
- Monday-Thursday from 3:00p-4:00p

*Exceptions to schedule made based on Holidays & other pre-scheduled events

Summer Schedule – June, July, August

- Monday-Thursday from 6:30a-8:30a

TPC will provide 9 hours of Coaching per week (except the summer months) at a $60/hour rate.

MONTH	***TRAINING HOURS***	***INVOICE AMOUNT***
December	9	$2,160
January	9	$2,160
February	9	$2,160
March	9	$2,160
April	9	$2,160
May	9	$2,160
June	6	$1,440
July	6	*$1,440*
August	6	*$1,440*
September	9	*$2,160*
October	9	$2,160
November	9	$2,160
	CONTRACT TOAL:	**$25,920**

Additional Benefits & Services

- Each athlete (during Fall, Winter, Spring) receive 1 complimentary Alpha Athlete training session, per week, at The Performance Center facility in Stewartville, MN ($60/month value per athlete)
- All Hayfield Community Schools faculty, staff, and coaches receive a free, 14-Day Pass to Group Training at TPC and a 30-Day gym pass to Anytime Fitness
- All athletes will receive their own Trainerize virtual coaching profile – this will allow the TPC Coaching Staff to keep the athletes accountable, to track their workouts, and to communicate with them outside of the gym
- Coaches & Parents can request a complimentary 1v1 Meeting with a TPC Coach upon request
- TPC will provide the school with a quarterly progress checks that display key metrics, including, but not limited to; average strength gain, average increase in speed/agility testing, attendance, individual athlete highlights, and more

Payment Schedule Acceptance

Signature – on behalf of Hayfield Community Schools	Print Name	Date
Signature – on behalf of The Performance Center	Print Name	Date

Appendix C

ATHLETIC WAIVER OF LIABLITY AND HOLD HARMLESS AGREEMENT

There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in through The Performance Center (the "Activities"). **HAVING READ THIS PARAGRAPH** and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf or yourself or your minor to all of the following:

1. **ASSUMPTION OF RISK** I, on behalf of myself and/or my minor, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABLITY OF EMERGENCY CARE,** as well as those Risks described in the preceding paragraph.

2. **INDEMNITY/HOLD HARMLESS** I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold The Performance Center, as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, cast members or any other person or entity associated in any way with the ownership, operation or affiliation with recreational facilities and the creation, production or distribution of The Performance Center-related marketing content on any The Performance Center-owned website, harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Acme Athletics as the result of my or my minor's participation in the Activities. I hereby allow The Performance Center to use my or my minor's image or likeness without current or future compensation for marketing purposes related to The Performance Center.

3. **RELEASE/WAIVER** In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** The Performance Center from any and all liability associated with or related to my or my minor's participation in the Activities and agree **NOT TO SUE** The Performance Center for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.

4. **NO INSURANCE** I, on behalf of myself and/or my minor, acknowledge that The Performance Center does not carry insurance on behalf of myself or my minor.

5. **LEGAL RIGHTS** I, on behalf or myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.

6. SEVERABILITY I, on behalf or myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to The Performance Center as permitted by the applicable law.

Participant's Name _____ Signature _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE - (UNDER AGE 18 AT THE TIME OF REGISTRATION) CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor participant. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf of myself and my minor, agree to be bound by all of the terms of this agreement and also give my consent to allow my minor to participate in the Activities described herein. I release and agree to indemnify and hold harmless the Releasees from any kind and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

Parent/Guardian's Name _____ Relationship to Minor _____ Parent/Guardian's Signature _____ Date _____

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