

**AGREEMENT BETWEEN
REGIONAL HEALTH STURGIS HOSPITAL AND MEADE SCHOOL DISTRICT**

This Agreement is entered into effective as of June 1, 2020 (“the Effective Date”) by and between Regional Health Network, Inc., d/b/a Regional Health Sturgis Hospital (hereafter “Hospital”) and the Meade School District (hereafter “School District”).

I. TERMS AND CONDITIONS:

A. Term: This Agreement will be effective as of the Effective Date and will remain in effect for a term of one (1) year, or until terminated as otherwise provided herein.

B. Responsibilities of Hospital

1. Hospital agrees that it will place a performance coach to provide sports performance training for School District’s high school student athletes at Sturgis Brown High School during the 2020 – 2021 school year, beginning in June 2020. The performance coach will provide sports performance training programs to student athletes for an average of approximately 25 hours per week, at no cost to student athletes.
2. Hospital shall employ and provide the performance coach assigned to School District. Notwithstanding any other provision of this agreement, the performance coach shall at all times be an employee of Hospital and not of School District.
3. Hospital shall be responsible for providing all salary, benefits and other employment-related expenses of the Coach.
4. The performance coach shall only provide those services which are included within his/her scope of practice.
5. Hospital will include School District’s involvement and feedback regarding the hiring of and employment reviews for the performance coach providing services under this Agreement.

C. Responsibilities of School District

1. School District shall compensate Hospital a total of \$15,000 for the services contemplated by this Agreement.
2. School District shall grant Hospital sponsorship status for School District sports program, to include the sponsorship benefits set forth in Exhibit A to this Agreement.
3. School District will provide the performance coach with appropriate office space and access to all technology, media services, and academic services that are provided to School District employees.
4. School District will provide general liability coverage on the same terms and conditions applicable to school employees for the performance coach while engaged in activities contemplated under this Agreement.
5. School District shall provide a reasonable supply budget for customary sports performance training supplies.
6. School District shall assist in obtaining any necessary signatures from its athletes and parents on consent or other similar documents.
7. School District agrees Hospital is the exclusive provider of sports performance training for School District during the term of this Agreement.

II. CONTRACT RESPONSIBILITIES

School District’s main contact for any communication pertaining to this Agreement will be School District’s Director of Activities. Hospital’s main contact for any communication pertaining to this Agreement will be the President of Regional Health Sturgis Hospital.

III. TERMINATION PROVISION

Either party may terminate this agreement “for cause” by providing written notice to the other party of the other party’s material breach of this agreement, provided that the breaching party fails to cure the breach within fifteen (15) days of written notice of the breach.

IV. MERGER, CHOICE OF LAW, & VENUE

This written document constitutes the entire agreement of the parties regarding the matters described herein. All discussions between the parties are incorporated herein or intentionally omitted. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall only be brought in the Circuit Court for the county where School District is located.

V. NO OBLIGATION TO REFER

Hospital is providing sports performance training services to School District for the sole purpose of receiving the consideration set forth in this Agreement and furthering its charitable purpose. School District is under no obligation to refer student athletes to Hospital or any of its affiliated entities as a result of the services provided herein.

Mark Schulte, President
Regional Health Sturgis Hospital

Date

[Insert name and title]
Sturgis School District

Date

Exhibit A

Sponsorship Benefits

Permanent Signature

- **Sturgis Brown Gymnasium**
 - One (1) non-lit full-color logo application on main display
 - One (1) non-lit, full-color logo application on auxiliary display
 - Logo application on seating area signage
 - Logo application above one set of entrance doors

- **Woodle Field**
 - One (1) Back-lit full-color logo application on main display

Digital Content

- **Sturgis Brown Gymnasium Galaxy Endwall Display**
 - Four (4) fifteen (15) second pre-game animated partner logos per regular season home event
 - Six (6) fifteen (15) second in-game animated partner logos per regular season home event
 - Two (2) fifteen (15) second half-time animated partner logos per regular season home event
 - Two (2) fifteen (15) second post-game animated partner logos per regular season home event

- **Woodle Field Galaxy Display**
 - Four (4) fifteen (15) second pre-game animated partner logos per regular season home event
 - Six (6) fifteen (15) second in-game animated partner logos per regular season home event
 - Two (2) fifteen (15) second half-time animated partner logos per regular season home event
 - Two (2) fifteen (15) second post-game animated partner logos per regular season home event

Promotional Opportunity

- One (1) logo inclusion and direct link on athletic website/calendar (School Activities Calendar)
- One (1) logo inclusion and direct link on the NFHS video broadcast website

Hospitality Opportunities

- Ten (10) season passes for each year good for all home regular season events only