

3. Term. The term of this Agreement shall commence on August 1, 2024<sup>2025</sup> ("Commencement Date") and shall continue thereafter for a period of three (3) years, unless earlier terminated.

4. Termination.

a) A Party may terminate this Agreement for convenience upon 90 days' prior written notice to the other Parties.

b) The Parties may terminate this Agreement at any time by mutual written agreement signed by all Parties.

c) A Party may immediately terminate this Agreement by delivering written notice of termination to the other Parties upon default by another Party, which default is not cured to the non-defaulting Party's reasonable satisfaction within 30 days after the defaulting Party receives written notice of the default from the non-defaulting Party.

5. Compensation. No compensation shall be paid by the School District or requested by the Donors for the Sports Medicine Services.

6. Relationship of Parties. The relationship between the School District and each Donor and Service Provider is solely that of independent contractors. The Parties acknowledge and agree that no Party has the authority to make any representation, warranty or binding commitment on behalf of any other Party. Nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship between or among the Parties.

7. Insurance.

a) SFHS and TBJ shall each maintain professional liability insurance covering SFHS and TBJ, respectively, and their respective Services Providers, as to liability for claims arising from the Sports Medicine Services. Such professional liability policies shall provide coverage with minimum limits meeting or exceeding \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. At the School District's request, SFHS and TBJ will provide School District with certificates confirming that the required insurance coverage is in effect during the Term.

b) School District shall maintain comprehensive general liability insurance covering the School District and all officers, directors, members, agents and employees, with minimum limits meeting or exceeding \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. At the request of either SFHS or TBJ, the School District will provide the requesting Party with certificates confirming that the required insurance coverage is in effect during the Term.

8. Mutual Indemnification.

a) The Donors shall indemnify, hold harmless and defend School District and its officers, directors and employees from and against all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney fees), whether or not covered by insurance, caused or asserted to have been caused, directly or indirectly, by or as a result of Sports Medicine Services.

b) The School District shall indemnify, hold harmless and defend SFHS and TBJ, and each of their respective officers, directors, shareholders and employees from and against all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney fees), whether or not covered by insurance,