

AGREEMENT

This Agreement (“*Agreement*”) is effective as of July 1, 2026 (“*Effective Date*”) by and between **Central Missouri Physical Therapy, LLC a/k/a “Peak Sport and Spine” and f/k/a Peak Performance Physical Therapy and Sports Medicine**, a Missouri limited liability company (“*Peak*”), and **Hallsville School District (“Hallsville”)**. In this Agreement, Peak and Hallsville are collectively, the “*Parties*”.

Reference is made to the following facts:

- A. Hallsville and its students take part in certain sporting events organized by Hallsville, other schools, and other organizations.
- B. Peak is in the business of providing sports medicine services.
- C. Hallsville wishes to engage Peak to provide sports medicine services for Hallsville for certain activities as more fully described herein.

Accordingly, for valuable consideration received, the Parties agree as follows:

Engagement. Hallsville hereby exclusively engages Peak to provide sports medicine service for the activities listed on Exhibit A hereto, subject to Hallsville providing Peak with a schedule of events at least two (2) weeks in advance (collectively, “*Services*”).

Compensation. Hallsville hereby agrees to pay Peak \$9,500.00. Said amount shall be due in one installment due in September of the given school year. If at any time sports are added or removed from the Hallsville system, Hallsville agrees to notify Peak in writing in advance of the school year for which the school/sport is to be added or removed and compensation due to Peak shall be increased or decrease in an amount reasonably determined by Peak and taking into account the pro rata amount currently charged for each school/sport prior to the addition.

Term and Termination.

- a. Unless sooner terminated, the initial term of this Agreement shall remain in effect for Hallsville’s school years from 2026 through 2029 and shall terminate on the date of the graduation ceremony of the school year ending in 2029 (including any renewal as set forth herein, the “*Term*”).
- b. Hallsville or Peak may terminate this Agreement upon the material or continuing breach by the other party by giving written notice of such termination to the breaching party or by giving the other party thirty (30) days prior written notice of termination. Termination shall become effective upon sending such notice.

Compliance With Applicable Laws. Peak shall observe, abide by and perform all Services in compliance with the laws, rules and regulations of all jurisdictions having authority over Peak or its work.

No Assignment. Neither party may assign (by operation of law or otherwise), subcontract, or transfer in any way any of their rights or obligations under this Agreement without the express, prior written consent of the other party.

Indemnification. Each Party agrees to indemnify, and hold harmless the other Party, including the Party's shareholders, directors, officers, and employees from and against all claims, counterclaims, defenses, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from any negligence or willful misconduct of the Party in connection with this Agreement, any breach of this Agreement, or activities relating thereto which cause personal injury, death, or property damage, or constitute any other legal or equitable wrong; PROVIDED, HOWEVER, that nothing herein shall be construed as making either Party liable for any injury or damage caused solely by the negligence or wrongdoing of the other Party.

Insurance. Peak shall carry professional liability insurance, in such amounts as are standard within the industry, for the Services.

Entire Agreement. This Agreement supersedes any prior agreements or understandings, whether oral or in writing, and constitutes the entire agreement between the parties relating to the subject matter hereof. This Agreement can be modified only in writing signed by authorized officers of both Contractor and Company.

Governing Law. This Agreement shall be construed and governed exclusively by the laws of the State of Missouri.

In witness whereof, the parties hereto execute this Agreement as of the date first set forth above.

HALLSVILLE PUBLIC SCHOOL DISTRICT

Name: _____
Title: _____
Date: _____

**CENTRAL MISSOURI PHYSICAL THERAPY,
LLC f/k/a Peak Sport and Spine Physical
Therapy**



**Name: Stefanie West, ATC, LAT
Title: Director of Sports Medicine
Duly Authorized**

Date: 2/6/26

**EXHIBIT A
LIST OF ACTIVITIES**

CERTIFIED ATHLETIC TRAINER TO COVER THE FOLLOWING:

- **Weekly injury eval visits in the Fall and Winter seasons**
- **All Varsity football games home and away**
- **All Home Junior Varsity football games**
- **All Home Varsity boys and girls basketball games**
- **Home Wrestling meets**
- **Tomahawk Classic track meet**
- **Home JV/V baseball and softball games**
- **Home middle school football games**
- **Home middle school basketball games**
- **Access to a Certified Athletic Trainer for injury evaluations at Columbia clinic**
- **Post-Season events coverage as requested by Hallsville**
- **Assistance in scheduling Hallsville athletes with physicians**
- **Baseline Concussion Screening for Football/Cheer and any other sport requested**