

XL SPORTS ACCELERATION STRENGTH AND CONDITIONING SERVICES AGREEMENT

THIS AGREEMENT is made effective this ____ day of _____ 20__ (the "Effective Date") by and between Cedar Valley Medical Specialists, P.C. ("**XL**"), XL Sports Acceleration (XL) an Iowa professional corporation and _____.(Your Name)

WHEREAS, XL provides strength and conditioning professionals ("Strength and conditioning professionals") who are educated and certified to provide strength and conditioning services on a individual or group basis to student athletes and

WHEREAS, Athlete desires to obtain the services of Strength and conditioning professionals for the development and implementation of a strength and conditioning program.

AGREEMENT

1. **PURPOSE.** XL shall provide to athlete Strength and Conditioning Services through the provision of Strength and Conditioning professionals employed by XL.
2. **RIGHTS AND RESPONSIBILITIES OF SPORTS INJURY CENTER.**
 - 2.1 **Services.** The Strength and Conditioning Services provided by XL shall include, but not be limited to, services as follows:
 - a) Strength and Conditioning Services as defined in the National Strength and Conditioning Association;
 - b) Supervise and promote the movement and exercise science program;
 - 2.2 **Services NOT provided.** Neither the XL nor its Strength and conditioning professionals shall make any final decisions on the playability of Student Athletes.
 - 2.3 **Qualifications.** Strength and conditioning professionals and XL shall ensure that its Strength and conditioning professionals shall, at all times maintain a valid certification to provide Strength and Conditioning Services.
3. **RIGHTS AND RESPONSIBILITIES OF ATHLETE.**
 - 3.1 **Schedule.** Athlete will be responsible for their training schedule.
 - 3.2 **Training Options.** Monthly contracts will be limited to three sessions per week. 18 session Packages must be completed within 3 months of effective date.
 - 3.3 **Compensation.**
 - a) **Compensation.** Athlete shall pay to XL the amount set forth on Exhibit B attached hereto and herein incorporated by reference.
4. **TERM AND TERMINATION.**
 - 4.1 **Term.** The term of this Agreement shall commence on the Effective Date and end on _____, 20__ unless otherwise terminated in accordance with Section 4.2.
 - 4.2 **Termination.** This Agreement may be terminated at any time:
 - a) At any time upon written agreement signed by both parties;
 - b) By either party at any time and for any reason upon thirty (30) days written notice; or
 - c) By either party, upon the material breach or violation of the terms of this Agreement by the other party, provided that the breaching party has been given written notice specifying the nature of the breach or violation and has failed to cure such breach or violation within fifteen (15) days of receipt of such notice.

EXHIBIT B
COMPENSATION

Please check the training package that you wish to commit to.

- Annual Package (\$145/Month)
- 6 Month Package (\$185/Month)
- 3 Month Package (\$215/Month)
- Special Package #1 (\$395-18 sessions)
- Special Package #2 (\$495-18 sessions)

Date Accepted: _____

XL

Athlete

Print Name: Armand McCormick

Signed: _____

Print Name: _____

Title: Director XI Sports Acceleration

Title: _____

XL Sports Acceleration Program

Cedar Falls, IA 50613
319-553-2329