

CONTRACT

This Contract is entered into by and between the Chartiers Valley School District (the “District”), with an address of 2030 Swallow Hill Road, Pittsburgh, Pennsylvania 15220 and The Scoring Factory (“Partner”), a basketball training organization organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 11 Best Dr., Pittsburgh, PA 15202.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this Contract set forth the following as the terms and conditions of their understanding.

The District and Partner hereby agree as follows:

1. **Background.** The Scoring Factory is a basketball training organization in Western Pennsylvania that provides players skill specific instruction, detailed analysis and constructive feedback. The Scoring Factory’s mission statement is to provide a positive yet challenging environment in which players of all positions and sizes receive the necessary instruction and guidance to help them reach their potential. The Scoring Factory seeks to utilize the District’s facilities and supplement the interscholastic boys and girls basketball programming at the District. Aimed participation is 60% CV residents. CV residents will receive preferential access to placement in addition to a discounted rate of 25% off the advertised fee for all programming in CV. If and when there is a CV player(s) in need of additional financial assistance, we will make every effort to coordinate with the coaching staff in order to provide a larger discount.
2. **Term.** The term of this Contract shall commence on March 1, 2025 (the “Effective Date”) and shall expire on March 29, 2028. The term may be renewed or extended by written mutual consent of the parties.
3. **Facility Permits.** The Scoring Factory shall follow all standard procedures to apply for facility use permits through the District prior to accessing any District facilities including utilizing the District’s online permitting system if so requested.
4. **Facility Use.** The District agrees to make a district gym(s) available for The Scoring Factory’s use as follows (except as may otherwise be limited by this Contract). The times set forth below may be modified by mutual written agreement of The Scoring Factory and the Superintendent or designee:
 - a. Sundays 5:00 p.m. - 9:15 p.m
Tuesdays and Thursdays 6:00 p.m. - 9:15 p.m (April – mid June)
 - b. Tuesdays and Thursdays 6:00 p.m. - 9:15 p.m (late August – early October)
 - c. Events: Up to seven Tryout days per year may be held with prior written notice and approval of the District and/or designee and a permit is subsequently obtained. The District, at its sole discretion, will determine if security or additional staff are required.
 - d. Additional camps, events, or gym time not specifically identified in this Contract may be held with prior written notice and approval of the District and a permit is subsequently obtained in advance. Additional fees will be paid per paragraph 7 below.
5. **Safety, Security and Clearances.** The Scoring Factory shall comply with the following:
 - a. Only documented, approved coaches will be given security/access badges.
 - b. Security/access badges shall only be used by the badge owner and badges shall not be shared to non The Scoring Factory coaches or personnel. Violation of this requirement

will result in revocation of the access badge and potential exclusion of the offending staff person.

- c. The Scoring Factory staff and coaches are responsible for the safety and welfare of all The Scoring Factory participants and guests while occupying the District facilities.
 - d. The Scoring Factory staff and coaches who will be responsible for children and guests must meet minimum qualifications for safety and fulfill all safety trainings required by the District, including, but not limited to CPR, concussion training, universal precautions, child abuse recognition and reporting. Documentation of completed trainings will be required prior to the staff person supervising children or guests on District property.
 - e. Clearances: all The Scoring Factory staff and coaches who may have access to District facilities shall obtain and submit criminal history reports required by 24 P.S. § 1-111, employment history reviews required by 24 P.S. § 1-111.1, and child abuse certification required by 23 Pa.C.S. § 6344, and all renewals required by law and District policy. The Scoring Factory shall notify the District within 72 hours if any The Scoring Factory employee or coach is arrested or convicted of a reportable offense under 24 P.S. § 1-111. Clearances required by this section must be submitted to the District prior to the issuance of a security/access badge and prior to a The Scoring Factory employee independently accessing a District facility or providing any direct supervision on District property.
 - f. The Scoring Factory shall comply with District Policies, including, but not limited to, non-discrimination policies, facility policies, emergency preparedness and safety policies and procedures.
 - g. The Scoring Factory will distribute and implement a Parent Code of Conduct for all participants, including obtaining acknowledgments from students and parents.
6. Facility Management and Maintenance. The District shall maintain management and maintenance of the facilities at all times and reserves the right to close the facilities or prevent access as may be necessary to ensure the health, safety and welfare of the District staff and students. The District will designate a District employee for maintenance and ensure that the employee is properly trained. The District will maintain gym maintenance records. The Scoring Factory staff and participants shall comply with the directives of District staff and District School Police and Security at all times.
7. Fees. The District shall waive the additional facility permit fees set forth by its Facility Use Policy and implement the following fee structure for The Scoring Factory during the term of this agreement for use of the District's facilities as set forth herein. Pricing is contingent upon current facility usage and will increase as approved hours increase. The cost for approved additional hours not outlined in paragraph 4 will be calculated using an hourly rate not to exceed \$20/hour.
- a. Facility Usage: The Scoring Factory agrees to pay the following:
 - i. Year One: Two Thousand Dollars (\$2,000) for March 30, 2025 - March 29, 2026, payable within thirty (30) days of January 1, 2026.
 - ii. Year Two: Three Thousand Dollars (\$3,000) for March 30, 2026 - March 29, 2027, payable within thirty (30) days of January 1, 2027.
 - iii. Year Three: Four Thousand Dollars (\$4,000) for March 30, 2027 - March 29, 2028, payable within thirty (30) days of January 1, 2028.
8. Independent Contractors. During this Contract, the employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance,

old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The District's employees shall be under the employment and ultimate control, management and supervision of the District. The Scoring Factory's employees shall be under the employment and ultimate control, management and supervision of The Scoring Factory. Any District employee who may also be a The Scoring Factory employee shall be considered a The Scoring Factory employee only at times when supervising The Scoring Factory events of facility use under this Contract. Nothing contained herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the District and The Scoring Factory, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

8. Indemnification and Insurance. The Scoring Factory will indemnify and hold the District harmless from any and all liability arising from this Contract and The Scoring Factory's use of the District's facilities. The Scoring Factory shall obtain the general liability insurance coverage in such form and issued by such insurance company as shall be satisfactory to the District, including:
 - a. Insurance. Consultant shall maintain liability insurance naming the District as an additional insured with the understanding that, in the event of damage or destruction of the premises, the District shall have the right to the proceeds of such policies subject to any obligations on the non-amortized cost of improvements. Said insurance shall be in the amount of \$1,000,000.
 - b. Liability. \$1,000,000 per occurrence combined single limit for bodily injury (including death), property damage liability.
 - c. Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverage shall be submitted to the District contact at the address set forth in Section 14 within thirty (30) days of March 1, 2025.
 - d. Additional Insured Status. The District will be added as an additional insured for the General Liability policy under a Blanket Additional Insured Endorsement on the referenced policies.
9. Damage and Acts of Vandalism. If it is determined that damage or vandalism occurs during permitted time, The Scoring Factoring agrees to reimburse the District for the actual costs of the repairs.
10. Termination. This Contract may be terminated by either party upon ninety (90) days written notice to the addresses set forth in Section 14.
11. Entire Understanding. This Contract constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
12. Modification or Amendment. There shall be no modifications or amendments of this Contract, except in writing, executed with the same formalities as this instrument (or as described in paragraph 4).

13. Conflict. In the event of any conflict, ambiguity or inconsistency between this Contract and any other document which may be annexed hereto, the terms of this Contract shall govern.

14. Notices. Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by mail to the party at the address set forth below:

FOR the District:
Dan Castagna
Mike Sable
2030 Swallow Hill Road
Pittsburgh, Pennsylvania 15220
dcastagna@cvsd.net
msable@cvsd.net
(412) 429-2380

FOR The Scoring Factory:
Pete Strobl
11 Best Dr.
Pittsburgh, PA 15202
info@TheScoringFactory.com
(412) 715-3303

15. Governing Law. This Contract shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this Contract or the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.

16. No Third Party Beneficiaries. The parties do not intend that any third party have any rights as a third party beneficiary of this Contract.

17. Severability. If any portion of this Contract is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Contract shall remain in effect.

18. Headings. The article and section headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of the Contract or in any way affect its provisions.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) this ____ day of _____, 2025.

ATTEST:

Secretary

The Scoring Factory

By: _____
President

ATTEST:

Secretary

Chartiers Valley School District

By: _____
President