



Master Services Agreement

Parties to this Agreement

In this Agreement, the words “you,” “your,” and “yours,” and “Client” mean Truckee Meadows Fire Protection District, State of Nevada.

The words “we,” “our,” “ours,” and “Rebound” mean **Tactical Athlete Health and Performance Institute, LLC d/b/a Rebound (“Rebound”)**

What we do

Rebound uses a network of medical service providers to manage the treatment of orthopedic injuries for government employees and their immediate family members. The purpose is to reduce injury-related costs, streamline treatment, and lead to sustainable health and fitness programs (the “Business”).

THIS MASTER SERVICES AGREEMENT TAKES EFFECT AS OF September 1, 2020.

What constitutes the Master Agreement

References to “Master Agreement” or “Agreement” mean this Master Agreement and all Statements of Work (“SOWs”). If the terms of this Master Agreement and a SOW conflict, the Master Agreement rules.

The Parties agree as follows

1. SERVICES

Rebound provides services described in Statements of Work which might include software for Client's use. Each SOW must describe the scope and nature of the services including pricing and payment; be executed by an authorized representative for each Party; and include other matters and agreements between the Parties.

SOWs added at a later date are considered accepted only if signed by the Parties.

2. FEES AND PAYMENT

You will pay Rebound's fees within 30 days of accepting the SOW during the Initial Term of this Agreement. The Parties will agree upon fees for any Subsequent Term at least 90 days prior to the expiration of the current Term. We will be entitled to stop work if you fail to pay any Fees within 10 days of the due date following written notification that they are past due.

3. DURATION OF AGREEMENT AND TERMINATION

3.1 The "Term(s)" of this Master Agreement is 3 years and will automatically renew for additional terms of 1 year at the end of the 3 years, unless either Party notifies the other at least 180 days prior to the expiration. All notifications must be made in writing.

3.2 Material Breach. Either Party may terminate due to the other Party's material breach of this Master Agreement and must give 30 days' notice identifying the specific breach. The Breaching Party has 30 days to cure the breach.

Material breach includes:

- if you do not pay our Fees,
- either of us fails to fulfill any of our responsibilities in an applicable SOW, or
- you do not cooperate in good faith with Rebound.

If Rebound is the Non-Breaching Party, during the notice period, Rebound has the right to suspend work.

3.3 At any time, we may mutually agree to terminate this Master Agreement. Either of us may terminate if we cannot agree upon the fees for a subsequent term. Either Party may terminate immediately if the other assigns assets and liabilities for the benefit of creditors, becomes subject to a bankruptcy proceeding or the appointment of a receiver, or admits in writing it is unable to pay its debts.

3.4 Upon termination, you will immediately pay us all costs and expenses owed up to the effective date and pay a portion of the Fees due under the effective SOW based on the percentage of completed Services. Each Party will promptly return all Software, data, and property of the other.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property Ownership and Use. Rebound retains all rights, title and interest in Intellectual Property and Confidential Information including any modifications or improvements developed during our relationship. All rights, title and interest, will remain solely with Rebound. Examples of "Intellectual Property" include patents, trademarks, copyrights, technology, inventions, processes, methods, articles and software.

5. INDEMNIFICATION

5.1 Mutual Indemnification. We agree to indemnify each other against any liabilities that might be imposed on one of us as a result of the other's negligence, intentional misconduct or breach of this Agreement.

6. CONFIDENTIALITY

6.1 Either party might provide information that is not publicly available or must be kept confidential. To protect such confidential information, the recipient agrees not to use or disclose the confidential information to anyone except as contemplated by this Agreement, unless required to do so by law. Both parties will comply with applicable state-mandated Freedom of Information Act requirements. If a subpoena is received, the recipient will notify the other party promptly. You will protect our Confidential Information using at least the same measures you take to protect your own Confidential Information but in no event using a standard less than reasonable care and will restrict access to the Confidential Information to your personnel on a need-to-know basis.

Examples of confidential information include price quotes, marketing proposals, branding strategies, creative designs, technical data, research, employee lists, forecasts, business strategy, finances, and personally identifiable data of individuals (including data or information regarding the treatment or injuries of individuals).

6.2 Nothing in this Agreement will restrict the Receiving Party from using information:

- (a) that is or becomes publicly available through no breach of this Master Agreement;
- (b) is lawfully acquired via the applicable state's freedom of information laws;
- (c) independently developed by it without any use of or access to the disclosing party's Confidential Information;
- (d) previously known to it; or
- (e) acquired by it from a third party which is not, to its knowledge, under an obligation of confidentiality.

7. INDEPENDENT CONTRACTORS

Our relationship is not one of principal and agent, employer and employee, joint venture, a partnership nor any relationship other than that of independent contracting parties. Neither of us can act on behalf of the other. Neither party's employees or agents are employees or consultants of the other party, and we will each compensate our own.

8. NOTICES

Notices regarding day-to-day matters may be sent via email to Client's Representative as indicated in the SOW. All other communications relating to the terms of this Master Agreement (including notices pertaining to termination, breach or threatened breach) will be deemed delivered:

- (a) when delivered by hand,
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or
- (c) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

IF TO THE COMPANY:

Rebound LLC
Attn: Timothy J. Sharpee
2505 N. Oakland Avenue
Milwaukee, Wisconsin 53211

IF TO CLIENT:

Truckee Meadows Fire Protection District, Nevada

Attn: _____

9. MISCELLANEOUS

9.1 Governing Law; Jurisdiction and Venue. The Parties agree that this Master Agreement, all exhibits and schedule(s) and all SOWs will be governed by the laws of the State of Nevada, without application of its conflict of laws principles. Any suit relating to this Agreement will be instituted in a state or federal court in the State of Nevada, and the Parties irrevocably consent and waive all objections to the jurisdiction.

9.2 Survival. The following provisions survive the termination of this Master Agreement: Section 3 (Duration of Agreement and Termination), Section 4 (Installation; Intellectual Property), Section 5 (Indemnification), Section 6 (Confidentiality), Section 7 (Independent Contractors), Section 8 (Notices), and Section 9 (Miscellaneous).

9.3 Severability. The unenforceability of any term or provision of this Master Agreement will not affect the validity or enforceability of any other term or provision.

9.4 Entire Agreement. This Master Agreement, all exhibits and schedule(s) attached, and any SOW subsequently executed by the Parties, constitute the entire agreement between the Parties.

9.5 Waiver. Any waiver or delay by either Party in exercising any default will not waive any other default provision or make the remedy unavailable.

9.6 Rights Cumulative. The rights, remedies and powers of each of the Parties contained in this Master Agreement are cumulative and do not exclude any others.

9.7 Amendment. This Master Agreement may be modified by a document signed by both Parties (an "Amendment") and will be subject to the terms of this Master Agreement.

9.8 Assignment. Rebound has the right to assign this Master Agreement (and any SOW) to any affiliate or to any entity that acquires all of Rebound's business. Client may not assign this Master Agreement (or any SOW) without Rebound's prior written consent.

9.9 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which is considered an original and taken together shall constitute one agreement. Delivery of an electronically executed counterpart in legible form is acceptable.

SIGNATURE PAGE FOLLOWS

Signatures

The Parties understand and agree to all of the provisions of this Master Agreement as of the Effective Date.

REBOUND

Tactical Athlete Health and Performance Institute, LLC d/b/a Rebound
("Rebound")

BY: _____

NAME: _____

TITLE: _____

Client

CLIENT: Truckee Meadows Fire Protection District, Nevada

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A
STATEMENT OF WORK to be attached