

AGREEMENT

THIS Agreement made this 5th day of October 2022, by and between

BRENTWOOD BOROUGH SCHOOL DISTRICT, a school district existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 3601 Brownsville Road, Pittsburgh PA 15227, (hereinafter referred to as “Brentwood”),

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BALDWIN-WHITEHALL SCHOOL DISTRICT, a school district existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 4900 Curry Road, Pittsburgh, PA 15236, (hereafter referred to as “Baldwin-Whitehall”)

WHEREAS, Baldwin-Whitehall has in the past and intends in the future to field a boys varsity wrestling team; and

WHEREAS, Brentwood does not field a school-based boys wrestling team; and

WHEREAS, the parties wish to enter into an Agreement governing each parties’ responsibility and cost in association with the Brentwood boys participating on the Baldwin-Whitehall Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling Teams; and

WHEREAS, the parties wish to petition the Western Pennsylvania Interscholastic Athletic League (WPIAL) for approval of the Brentwood boys participating on the Baldwin-Whitehall Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling Teams.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby mutually agrees as follows:

1. That the Winter Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling season, Brentwood students will be permitted to participate and play on the Baldwin-Whitehall Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling Team.
2. That the Brentwood wrestlers will be responsible for their own transportation to the Baldwin-Whitehall practice facility for all practices and home matches; they will bear all cost associated with that transportation to the Baldwin-Whitehall facilities. They will travel with the Baldwin-Whitehall team to away matches.

3. That all decisions concerning the team, including the coach, assistant coach, transportation to away matches, and uniforms will be the responsibility of Baldwin-Whitehall.
4. That Baldwin-Whitehall will pay all costs associated with the operation of the Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling Program.
5. That Brentwood will reimburse Baldwin-Whitehall a pro rata share of the cost based on the number of Brentwood wrestlers rostered on the Baldwin-Whitehall Boys Varsity/Junior Varsity and Middle School (including ninth grade) Wrestling Teams. By way of example, if there are twenty (20) wrestlers rostered on the team and two (2) are Brentwood students, Brentwood will be responsible for ten (10%) percent of all cost.
6. Brentwood's pro rata cost will include but not be limited to coaches' salaries, uniforms, equipment, league dues and fees, and transportation.
7. Brentwood will make direct payment to Baldwin-Whitehall at the conclusion of the season within thirty (30) days of receiving a written statement from Baldwin-Whitehall as to the overall costs and Brentwood's pro rata share.
8. Baldwin-Whitehall shall have its relevant accident insurance policy updated to extend coverage to those Brentwood wrestlers who participate in Baldwin-Whitehall's program for the term of this Agreement.
9. If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
10. Brentwood hereby agrees to indemnify, defend and hold harmless Baldwin-Whitehall, its Directors, Administrators, employees and agents from and against any loss, damage, expense or legal claim which may be filed arising out of the within Agreement.
11. Either party may terminate this Agreement upon mutual consent or by giving sixty (60) days' written notice of such termination to the other party, through its Superintendent.
12. The Board of Directors of the Brentwood Borough School District approved this Agreement at its regularly scheduled meeting held on the _____ day of _____ 2022.

13. The Board of Directors of the Baldwin-Whitehall School District approved this Agreement at its regularly scheduled meeting held on the **5th** day of **October 2022**.

WITNESS:

Brentwood Borough School District

BY _____
President, Board of School Directors

Date: _____

WITNESS:

Baldwin-Whitehall School District

BY _____
President, Board of School Directors

Date: _____