

SUMMER CAMP AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY-KINGSVILLE
AND
(OTHER PARTY NAME)

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This SUMMER CAMP or YOUTH ENRICHMENT PROGRAM AGREEMENT (“Agreement”) is between TEXAS A&M UNIVERSITY-KINGSVILLE (“TAMUK”), a member of The Texas A&M University System (“TAMUS”), an agency of the State of Texas, and (OTHER PARTY NAME), referred to as (“[OPN]”),

[OPN] operates a summer camp or Youth Enrichment Program entitled “_____” (“CAMP”) and wishes to conduct such CAMP on the campus of TAMUK during the period from _____, 20__ (“START DATE”) through _____, 20__ (“END DATE”).

The Department of _____ at TAMUK has agreed to sponsor CAMP and the parties agree to the following:

OBLIGATIONS OF [OPN].

- 1) At all times during CAMP activities, [OPN] shall provide no less than (1) one adult supervisor per ten (10) participants to provide oversight for CAMP during its entire duration. [OPN] shall provide a CAMP Coordinator (“[OPN] Coordinator”) that shall be responsible for oversight of all CAMP activities to ensure the safety of participants and shall comply with applicable TAMUK Rules and Procedures (available at <http://www.tamuk.edu/policy/index.html>). The [OPN] Coordinator shall be responsible for ensuring the location, at all times during CAMP, of all participants under the [OPN] Coordinator’s control.
- 2) Thirty days prior to the START DATE, [OPN] shall provide the following proof of insurance covering each CAMP participant and naming TAMUK and TAMUS as additional insureds: General Liability Insurance minimum coverage of \$1,000,000 and Accident Medical Insurance minimum coverage of \$25,000. Copies of the Insurance Certificates or Binders, as well as immediate notice to TAMUK of any change to the insurance coverage, shall be sent to the address for notices specified below. [OPN] shall indemnify and hold harmless TAMUK and TAMUS from any claim relating in any way to CAMP.
- 3) [OPN] shall maintain a waiver of liability for each CAMP participant. Such waiver shall specifically include language releasing, waiving and discharging TAMUK, TAMUS, the TAMUS Board of Regents and the State of Texas from any liability for participant’s involvement with CAMP while CAMP is conducted in conjunction with TAMUK property.
- 4) Per System Regulation 24.01.06 of the TAMUS Policy and Regulation Manual, [OPN] shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP has completed training and examination on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of the TAMUS-approved Child Protection Training course every two years with a passing score of 100%; (b) Training must be completed prior to the employees’ or volunteers’ interaction with minors, and new employees hired specifically for a position involving contact with minors at a CAMP must complete the training within the employees’ first five days of employment; and (c) A certification of completion shall be kept on file for two years. [OPN] shall not be able to utilize the TAMUS Training Program. The courses listed with the Texas Department of State Health Services available at <http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf> may be substituted for the TAMUS-approved Child Protection Training course.
- 5) Criminal conviction and sex offender background checks must be conducted for every individual hired or assigned to employee or volunteer positions involving contact with minors at a CAMP. Documentation that a search was conducted shall be maintained for a period of two years.
- 6) [OPN] may contract separately with TAMUK for certain services for CAMP such as the following: housing, food services, parking, and facility and equipment rental to conduct CAMP activities. [OPN] shall be responsible to TAMUK for any equipment not returned at the end of CAMP and any equipment damaged during CAMP. In addition to a \$2.00 per camper/per day support service fee to be paid to TAMUK by [OPN], [OPN] is required to pay for all expenses related to contracted services.
- 7) When reserving TAMUK services for housing, food, facility use, and other services, [OPN] shall provide TAMUK with a count of the number of expected participants no less than thirty (30) business days in advance for housing services, and seven (7) business days in advance for all other services. After these time periods, [OPN] may not decrease the reservation numbers provided for the purpose of securing housing, food, and other services and shall be charged for such services in accordance with the reservation numbers provided. [OPN] may, upon availability and

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their authorized representative.

TEXAS A&M UNIVERSITY-KINGSVILLE

[OPN]

Signature

Signature

Title

Title

Date

Date

Note: Forward all documents including the original signed agreement to the Office of Enterprise Risk Management