



EAST TEXAS A&M
UNIVERSITY

CAMP OR PROGRAM AGREEMENT

This CAMP OR PROGRAM AGREEMENT (“Agreement”) is between East Texas A&M University- (“ETAMU”), a member of The Texas A&M University System (“TAMUS”), an agency of the State of Texas, and _____ (“HOST”). HOST operates a camp/program entitled _____ (“CAMP”) and wishes to conduct the CAMP on ETAMU’s campus during the period from _____ “START DATE”) through _____ (“END DATE”).

ETAMU has agreed to sponsor CAMP and the parties agree to the following:

OBLIGATIONS OF HOST

- 1) At all times during CAMP activities, HOST will provide adult supervisors no less than the following supervisor to participant ratio requirements:

Camper Age	Number of Supervisors	Overnight Campers	Day-only Campers
5 years and younger	1	5	6
6–8 years	1	6	8
9–14 years	1	8	10
15-18 years	1	10	12

- 2) HOST will designate and provide a person (the “HOST Director”) that will be responsible for oversight of all CAMP activities to ensure the safety of participants and will comply with all applicable TAMUS Policies and Regulations (available at <https://www.tamus.edu/legal/policy/policy-and-regulation-library/>) and all ETAMU Rules and Procedures (available at: <https://inside.ETAMU.edu/aboutUs/policiesProceduresStandardsStatements/rulesProcedures/documents/24.01.06.R1ProgramsforMinorsHandbook.pdf>), both of which are incorporated herein. The HOST Director will be responsible for ensuring compliance with all such Policies, Regulations, Rules and Procedures, and for knowing the whereabouts, at all times during CAMP, of all participants, minors and adults, under the HOST Director.
- 3) Thirty (30) days prior to the START DATE, HOST must provide the following proof of insurance covering each CAMP participant and naming ETAMU and TAMUS as additional insureds: General Liability Insurance minimum coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate, and Accident Medical Insurance minimum coverage of \$25,000. Insurance must cover all professional services rendered by or on behalf of HOST and any subcontractors under this Agreement. Additional insurance may be required if automobiles/vehicles will be used during the CAMP. Copies of the Insurance Certificates or Binders, as well as immediate notice to ETAMU of any change to the insurance coverage, must be sent to the address for notices specified below. HOST WILL INDEMNIFY AND HOLD HARMLESS ETAMU AND TAMUS FROM ANY CLAIM RELATING IN ANY WAY TO CAMP.

- 4) HOST must maintain a waiver of liability for each CAMP participant on a Waiver, Indemnification, and Medical Treatment Authorization Form provided by ETAMU. Such waiver will specifically include language releasing, waiving and discharging ETAMU, TAMUS and the State of Texas from any liability for participant's involvement with CAMP while CAMP is conducted in conjunction with property owned or controlled by ETAMU. HOST will ensure proper documentation is collected for CAMP participants, staff, and volunteers and copies given to ETAMU.
- 5) HOST may contract separately with ETAMU for certain services for CAMP such as the following: facility space on campus, housing, food services, parking, and facility and equipment rental to conduct CAMP activities. HOST will be responsible to ETAMU for any equipment not returned at the end of CAMP and any equipment damaged during CAMP.
- 6) When reserving ETAMU services for ETAMU facility, housing, food, and other services, HOST must provide ETAMU with a count of the number of expected participants and adults no less than thirty (30) business days in advance for housing services or facility services, ten (10) business days in advance for food services, and ten (10) business days in advance for all other services. After these time periods, HOST may not decrease the reservation numbers provided for the purpose of securing housing, food, and other services and will be charged for such services in accordance with the reservation numbers provided. HOST may, upon availability and approval by the applicable ETAMU service provider, increase reservation numbers after the time periods set forth above. In such case, HOST will be charged accordingly. ETAMU reserves the right to charge for administrative services based on registration cost, quantity of individuals in program, and other variables. All fees will be discussed prior to execution and billing.
- 7) ETAMU may terminate any activities of CAMP and the CAMP entirely if HOST fails to comply with its contractual obligations hereunder. In the event of termination for whatever reason, HOST must reimburse ETAMU for all non-cancelable commitments engaged by ETAMU on behalf of the CAMP plus an additional ten percent (10%) fee to cover ETAMU's administrative costs related to same.
- 8) HOST will remit payment to ETAMU within thirty (30) days of receipt of an invoice, for all services rendered by ETAMU in hosting CAMP. Any invoices not paid within thirty (30) days will accrue interest at the highest rate permitted by law. Any invoices remaining unpaid after one hundred twenty (120) days may be turned over to the Texas Attorney General for collection. HOST agrees to reimburse ETAMU for the fees of any collection agency, which will be based on a percentage at a maximum of thirty percent (30%) of the debt per Texas state statutes, and all costs and expenses, including reasonable attorneys' fees, that ETAMU incurs in its collection efforts should HOST default on HOST's financial obligations with ETAMU.
- 9) HOST will provide ETAMU with a guarantee roster of all participants who are expected to attend any part of CAMP or participate in any CAMP activities **three** (3) business days prior to CAMP START DATE and a final roster **one** (1) day prior to the CAMP START DATE.
- 10) ETAMU may terminate any activities of CAMP and, at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to ETAMU. HOST will be responsible for any costs incurred in relocating any participants. Participants include minors and adults affiliated with CAMP.
- 11) Per TAMUS Regulation 24.01.06, HOST will ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP has completed a

child protection training and examination program on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of a TAMUS-approved Child Protection Training Course every **two (2) years**; (b) Completion of training prior to the employees' or volunteers' interaction with minors, or for new employees hired specifically for a position involving contact with minors at a CAMP, completion of the training within the employees' first five (5) days of employment; (c) Submission of certification to ETAMU prior to contact with minors on campus; and (d) Certification of training must be kept on file by HOST for at least **two (2) years**. 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. HOST will also ensure that individuals hired or assigned to employee or volunteer positions involving contact with minors at a CAMP have completed the TAMUS Clery Act Training module. Access instructions will be sent to a CAMP representative. Certificates of Completion from each camp worker must be received by ETAMU at least three (3) business days prior to the CAMP START DATE.

- 12) Per TAMUS Regulation 24.01.06, HOST will conduct both criminal conviction and sex offender background checks for every individual hired or assigned to employee or volunteer positions involving contact with minors at a CAMP. Proof of clearance for each search will be provided to ETAMU at least three (3) business days prior to CAMP START DATE. HOST must keep a record of the background searches for two (2) years and be able to produce that record to ETAMU if requested. Background checks can be processed by ETAMU for a fee as long as HOST has submitted this request in writing to ETAMU a minimum of ten (10) business days prior to the CAMP START DATE. If HOST chooses an outside source, the background check must utilize a criminal history database and sex offender registration database (such as the TXDPS-Sex Offender Registry) for each adult employee and volunteer's permanent address.
- 13) HOST will provide ETAMU all requisite documentation as required by ETAMU's Rules and Procedures (available at: <https://inside.ETAMU.edu/aboutUs/policiesProceduresStandardsStatements/rulesProcedures/default.aspx>).
- 14) HOST will report all Incidents/Injuries to the ETAMU using the online Incident/Injury Report link (available at: <https://www.ETAMU.edu/office-of-student-rights-and-responsibilities/concerns-incident-reporting/#ETAMU-section-234139>) within twenty-four (24) hours of the Incident/Injury. Incidents and injuries may include minor to major physical injuries or behavioral issues of CAMP participants and/or HOST staff or visitors, hospital/doctor visits, or over-the-counter medication disbursement.
- 15) HOST will ensure that all individuals involved with the CAMP are instructed to immediately make a report to local law enforcement if he or she has cause to believe that a minor's physical or mental health or welfare has been adversely affected by abuse or neglect by any person. HOST will also submit such reports to the ETAMU using the online Incident/Injury Report link within twenty-four(24) hours following the submission of the report to local law enforcement.
- 16) HOST will not use the name or any adaptation of the name of TAMUS or ETAMU or any of its employees in any advertising, promotional, or sales literature without the prior written consent of ETAMU.

A. MISCELLANEOUS

- 17) Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next

business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

ETAMU:	HOST:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

- 18) This Agreement and all of the activities it contemplates will be governed and construed in accordance with the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against ETAMU will be in the county in which the primary office of the chief executive officer of ETAMU is located.
- 19) This Agreement and its respective obligations will not be assigned by HOST without ETAMU's prior written approval.
- 20) Any breach of any of the terms of this Agreement will be considered a default hereunder and ETAMU, in addition to exercising all remedies available at law, may immediately cease all CAMP functions until such default is remedied to ETAMU's satisfaction.
- 21) This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. In the event of a dispute over the meaning or application of this Agreement, this Agreement should be construed fairly and reasonably and neither more strongly for nor against either party.
- 22) This Agreement may be terminated by ETAMU at its sole discretion as the result of any accident, illness, epidemic, quarantine, pandemic, act of God, fire, flood, natural disaster, riot, war (declared or undeclared) or threat of war, act or threat of terrorism (domestic or foreign), embargo, civil disorder, unauthorized strike, governmental regulation or advisory, recognized health threat as determined by the World Health Organization, the Centers for Disease Control, or local, state or county government authority or health agencies (including, but not limited to, the health threats of COVID-19 (coronavirus), including any of its variations or strains, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay a significant percent of prospective CAMP attendees from participating, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the CAMP or to fully perform the terms of this Agreement. ETAMU reserves the right to terminate this Agreement due to any of the aforementioned conditions if in its sole discretion it determines cancellation is necessary to preserve the health and safety of its students, staff, faculty, CAMP participants, and the greater community. In the event CAMP should be terminated for any of these reasons, all parties will be relieved of all responsibilities

hereunder, except as noted in HOST's obligations listed above in paragraph 6, and this Agreement will be of no further force or effect.

- 23) DISPUTE RESOLUTION - The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by ETAMU and HOST to attempt to resolve any claim for breach of contract made by HOST that cannot be resolved in the ordinary course of business. HOST will submit written notice of a claim of breach of contract under this Chapter to ETAMU, who will examine HOST's claim and any counterclaim and negotiate with HOST in an effort to resolve the claim.

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

ETAMU:

HOST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____