

CAMP OR PROGRAM FOR MINOR AGREEMENT BETWEEN
WEST TEXAS A&M UNIVERSITY
AND
(PARTY NAME)

This CAMP OR PROGRAM AGREEMENT (“Agreement”) is between WEST TEXAS A&M UNIVERSITY (“WTAMU”), a member of The Texas A&M University System (“TAMUS”), an agency of the State of Texas, and OTHER PARTY NAME, (“OPN”).

OPN operates a camp/program entitled “_____” (“CAMP”) and wishes to conduct the CAMP on the campus of WTAMU in Canyon, Texas during the period from Month, Day, 20__ (“START DATE”) through Month, Day, 20__ (“END DATE”).

WTAMU’s Extended Studies Office 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 one adult supervisor per 15 participants (with an ideal ratio being 1 adult to 10 participants) to provide oversight for CAMP during its entire duration. OPN shall provide a CAMP Director (“OPN Director”) that shall be responsible for oversight of all CAMP activities to ensure the safety of participants and shall comply with applicable WTAMU Rules and Procedures (available at <http://www.WTAMU.edu/rules>) The OPN Director shall be responsible for ensuring the whereabouts, at all times during CAMP, of all participants, minors and adults, under the OPN Director.
- 2) 30 days prior to the START DATE, OPN shall provide the following proof of insurance covering each CAMP participant and naming WTAMU 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 OPN 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 WTAMU of any change to the insurance coverage, shall be sent to the address for notices specified below. OPN shall indemnify and hold harmless WTAMU and TAMUS from any claim relating in any way to CAMP.
- 3) OPN shall maintain a waiver of liability for each CAMP participant on a Waiver, Indemnification, and Medical Treatment Authorization Form provided by WTAMU. Such waiver shall specifically include language releasing, waiving and discharging WTAMU, 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 property owned or controlled by WTAMU. CAMP will ensure proper documentation is collected for CAMP participants, staff, and volunteers and copies given to WTAMU.
- 4) OPN may contract separately with WTAMU 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. OPN shall be responsible to WTAMU for any equipment not returned at the end of CAMP and any equipment damaged during CAMP.
- 5) When reserving WTAMU services for WTAMU facility, housing, food, and other services, OPN shall provide WTAMU with a count of the number of expected participants and adults no less than 30 business days in advance for housing services or facility services, 10 business days in advance for food services, and 10 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 approval by the applicable WTAMU service provider, increase reservation numbers after the time periods set forth above. In such case, OPN shall be charged accordingly. WTAMU’s Extended Studies Office 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.
- 6) WTAMU may terminate any activities of CAMP and the CAMP entirely if OPN fails to comply with its contractual obligations hereunder. In the event of termination, OPN shall reimburse WTAMU for all non-cancelable commitments engaged by WTAMU on behalf of the CAMP and an additional 10% fee to cover WTAMU’s administrative costs related to same.

- 7) **OPN** shall remit payment to WTAMU, within 30 days of receipt of invoice, for all services rendered by WTAMU in hosting CAMP. Any invoices not paid within 30 days shall accrue interest at the highest rate permitted by law. Any invoices remaining unpaid after 120 days shall be turned over to the Texas Attorney General for collection. **OPN** agrees to reimburse WTAMU the fees of any collection agency, which may be based on a percentage at a maximum of 30% of the debt per Texas state statutes, and all costs and expenses, including reasonable attorney fees, WTAMU incurs in the such collection efforts should **OPN** default on **OPN**'s financial obligations with WTAMU.
- 8) **OPN** shall provide WTAMU's Extended Studies Office 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.
- 9) WTAMU may terminate any activities of CAMP and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to WTAMU. **OPN** shall be responsible for any costs incurred in relocating any participants. Participants include minors and adults affiliated with CAMP.
- 10) Per TAMUS Regulation 24.01.06, **OPN** shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP has completed Campus Security and Child Protection training and examination on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of a Texas Department of State Health Services-approved course every **two (2) years**; (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 (5) days of employment; (c) Submission of certification to WTAMU's Extended Studies Office prior to contact with minors on campus; and (d) certification of training shall be kept on file for **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 DSHS-approved Child Protection Training course. **OPN** shall also ensure that individuals hired or assigned to employee or volunteer positions involving contact with minors at a CAMP has completed the TAMUS Clery Act Training module. Access instructions will be sent to CAMP representative. Certificate of Completion from each camp worker must be received back to WTAMU three (3) business days prior to the CAMP START DATE.
- 11) Per TAMUS Regulation 24.01.06, **OPN** shall conduct 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 shall be provided to WTAMU three (3) business days prior to CAMP START DATE. **OPN** must keep a record of the background search for two (2) years and be able to produce that record to WTAMU if requested. Background checks can be processed by WTAMU for a fee as long as **OPN** has submitted this request in writing to WTAMU's Extended Studies Office a minimum of ten (10) business days prior to the CAMP START DATE. If **OPN** chooses an outside source, the 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.
- 12) **OPN** shall provide WTAMU's Extended Studies Office all subsequent paperwork as required by WTAMU 24.01.06. Programs for Minors.
- 13) **OPN** shall report all Incidents/Injuries to the Extended Studies Office using the online Incident/Injury Report link within 24 hours of the Incident/Injury. Incidents and injuries may involve minor to major physical injuries of CAMP Participants and/or **OPN** Staff, behavioral issues among participants, **OPN** CAMP staff, or visitors, hospital/doctor visits, or over-the-counter medication disbursement.
- 14) **OPN** shall 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. **OPN** shall also submit such reports to the Extended Studies Office using the online Incident/Injury Report link within 24 hours following the submission of the report to local law enforcement.
- 15) **OPN** may not use the name or any adaptation of the name of WTAMU or any of its employees in any advertising, promotional, or sales literature without the advance written consent of WTAMU.

A. MISCELLANEOUS

- 16) All notices or communications to either party by the other shall be delivered personally, sent by recognized overnight delivery service, sent by email or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:
- West Texas A&M University
Extended Studies Office
WTAMU Box 60185
Canyon, Texas 79016
lvinyard@wtamu.edu
- OPN
Address
- 17) This Agreement and all of the activities it contemplates shall be governed and construed in accordance with the laws of the State of Texas and venue for any suit under this Agreement shall be in Randall County, Texas.
- 18) This Agreement and its respective obligations shall not be assigned by OPN without WTAMU's prior written approval. WTAMU may assign this Agreement to another member of TAMUS without further notice to OPN.
- 19) Any breach of any of the terms of this Agreement shall be considered a default hereunder and WTAMU, in addition to exercising all remedies available at law, may immediately cease all CAMP functions until such default is remedied to WTAMU's satisfaction.
- 20) 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, the Agreement should be construed fairly and reasonably and neither more strongly for nor against either party.
- 21) This Agreement may be terminated by WTAMU at its sole discretion as the result of any accidents, illnesses, epidemics, pandemics, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats 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 the Agreement. WTAMU reserves the right to terminate the 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 WTAMU community. In the event CAMP should be terminated for any of these reasons, all parties shall be relieved of all responsibilities hereunder, except as noted in OPN's obligations listed above in paragraph 6, and this Agreement shall be of no further force or effect.
- 22) Director will ensure compliance with TAMUS Regulation 24.01.06 and the WTAMU Camp Procedure; <http://www.WTAMU.edu/rules>. Inability to comply may result in the closure of camp or program at WTAMU.

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, shall be used by TAMU and OPN to attempt to resolve any claim for breach of contract made by OPN that cannot be resolved in the ordinary course of business. OPN shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Business and Finance of WTAMU, who shall examine OPN's claim and any counterclaim and negotiate with OPN in an effort to resolve the claim.

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

West Texas A&M University

Signature

Vice President for Business & Finance

Date

OPN

Signature

Title

Date

Signature

Director of Extended Studies Office

Date

Signature

Title

Date