

PROGRAM FOR MINORS OR EVENT AGREEMENT BETWEEN
TARLETON STATE UNIVERSITY
AND

This PROGRAM AGREEMENT ("Agreement") is between TARLETON STATE UNIVERSITY ("TARLETON"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, and _____.

_____ operates a program entitled " _____ " ("PROGRAM") and wishes to conduct PROGRAM on the campus or other property owned or controlled by TARLETON in Stephenville, Texas during the period from _____, 20__ ("START DATE") through _____, 20__ ("END DATE").

The parties agree to the following:

OBLIGATIONS OF _____.

- 1) At all times during PROGRAM activities, _____ shall provide no less than TARLETON's ratio of one adult supervisor per 12 participants (with an ideal ratio being 1 adult to 10 participants) to provide oversight for PROGRAM during its entire duration. _____ shall provide a PROGRAM Director (" _____ Director") that shall be responsible for oversight of all PROGRAM activities to ensure the safety of participants and shall comply with applicable TARLETON Rule 24.01.06.T1, *Program for Minors* (available at: http://www.tarleton.edu/policy/documents/24_01_06_T1). The _____ Director shall be responsible for ensuring the whereabouts of all PROGRAM participants (minors and adult supervisors) at all times during the PROGRAM period stated above.
- 2) Thirty days prior to the START DATE, _____ shall provide the following proof of insurance covering each PROGRAM participant and naming Tarleton and TAMUS as additional insureds: General Liability Insurance minimum coverage of \$1,000,000 and Accident Medical Insurance minimum coverage of \$25,000. Additional insurance may be required if automobiles/vehicles will be used during the PROGRAM. Copies of the Insurance Certificates or Binders, as well as immediate notice to TARLETON of any change to the insurance coverage, shall be sent to the address for notices specified below. _____ shall defend, indemnify, and hold harmless TARLETON, TAMUS, the officers, agents, and employees of each of the foregoing, the TAMUS board of regents, and the State of Texas from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including but not limited to litigation costs, court costs, and attorney fees for injury or death of any person or for damage to any property arising out of or in connection with the operations and activities of the PROGRAM by _____.
- 3) _____ shall maintain a waiver of liability for each PROGRAM participant. If PROGRAM does not have a waiver outlining the subsequent, TARLETON will provide the following document: Waiver, Indemnification, and Medical Treatment Authorization Form. Such waiver shall specifically include language releasing, waiving and discharging TARLETON, TAMUS, the officers, employees, and agents of either of the foregoing, the TAMUS Board of Regents and the State of Texas from any liability for participant's involvement with PROGRAM while PROGRAM is conducted in conjunction with TARLETON property. _____ will ensure proper documentation, including but not limited to such waivers of liability, is collected for PROGRAM participants, staff, and volunteers.
- 4) _____ may contract separately with TARLETON for certain services for PROGRAM such as the following: facility space on campus, housing, food services, parking, and facility and equipment rental to conduct PROGRAM activities. _____ shall be responsible to TARLETON for any equipment not returned at the end of PROGRAM and any equipment damaged during PROGRAM.
- 5) When reserving TARLETON services for TARLETON facility, housing, food, and other services, _____ shall provide TARLETON with a count of the number of expected participants no less than 30 business days in advance for housing services or facility services, ten business days in advance for food services, and seven business days in advance for all other services. After these time periods, _____ 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. _____ may, upon availability and approval by the applicable TARLETON service provider, increase reservation numbers after the time periods set forth above. In such case, _____ shall be charged accordingly. TARLETON 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.

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Created by System Risk Management*

- 6) In the event of cancellation, _____ shall reimburse TARLETON for all non-cancelable commitments engaged by TARLETON if TARLETON is charged for commitments made on behalf of PROGRAM.
- 7) _____ shall remit payment to TARLETON, within 30 days of receipt of invoice, for all services rendered by TARLETON in hosting PROGRAM. 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. _____ agree to reimburse TARLETON 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, TARLETON incurs in the such collection efforts should _____ default on _____ financial obligations with TARLETON.
- 8) _____ shall provide TARLETON with a final roster of all participants who attended any part of PROGRAM or participated in any PROGRAM activities within three days of start of PROGRAM.
- 9) TARLETON may terminate any activities of PROGRAM and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable. _____ shall be responsible for any costs incurred in relocating any participants. Participants include minors and adults affiliated with PROGRAM.
- 10) Per TAMUS Regulation 24.01.06, _____ shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a PROGRAM has completed training and examination on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of a Child Protection Training course approved by Texas Department of State Health Services 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 PROGRAM must complete the training within the employees' first five days of employment; (c) Submit to audit by TARLETON of training completion certificates upon request; and (d) A certification of completion shall be kept on file for two years and subject to audit. The courses listed with the Texas Department of State Health Services may be substituted for the TAMUS-approved Child Protection Training course. The list is available at <http://www.dshs.tx.us/cpm/training.shtm>.
- 11) Per TAMUS Regulation 24.01.06, _____ 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 PROGRAM. Documentation that a search was conducted shall be maintained for a period of two years. _____ 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) _____ shall provide TARLETON all subsequent paperwork as required by TARLETON Rule 24.01.06.T1 and Programs for Minors Manual.
- 13) _____ shall ensure that all individuals involved with the PROGRAM 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.
- 14) _____ may not use the name or any adaptation of the name of TARLETON or any of its employees in any advertising, promotional, or sales literature without the advance written consent of TARLETON.

MISCELLANEOUS

- 15) All notices or communications to either party by the other shall be delivered personally 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:

Tarleton State University
 Student Affairs Facilities & Events
 Box T-0280
 Stephenville, Texas 76402

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- 16) 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 Erath County, Texas.
- 17) This Agreement and its respective obligations shall not be assigned by _____ without TARLETON's prior written approval. Any attempted assignment not approved by TARLETON shall be void. TARLETON may assign this Agreement to another member of TAMUS without further notice to _____.
- 18) Any breach of any of the terms of this Agreement shall be considered a default hereunder and TARLETON, in addition to exercising all remedies available at law, may immediately cease all PROGRAM functions until such default is remedied to TARLETON's satisfaction.
- 19) 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.
- 20) This Agreement may be terminated by TARLETON in its sole discretion if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event PROGRAM should be terminated for any of these reasons, all parties shall be relieved of all responsibilities hereunder, except as noted in _____'s obligations listed above in paragraph 6, and this Agreement shall be of no further force or effect.
- 21) _____ and the _____ Director will ensure compliance with TAMUS Regulation 24.01.06 and TARLETON Rule 24.01.06.T1. Inability to comply may result in the closure of PROGRAM at TARLETON.

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 TAMUS and _____ to attempt to resolve any claim for breach of contract made by _____ that cannot be resolved in the ordinary course of business. _____ shall submit written notice of a claim of breach of contract under this Chapter to Lori Beaty, Vice President of Finance and Administration of TARLETON, who shall examine _____'s claim and any counterclaim and negotiate with _____ in an effort to resolve the claim.

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

TARLETON

Signature

Signature

Director, Risk Management & Safety

Event Coordinator

Date

Date

Signature

Signature

Title

Title

Date

Date