

CAMP
AGREEMENT BETWEEN
BAYLOR UNIVERSITY
AND

This Agreement (“Agreement”) is between Baylor University, a Texas university, located at One Bear Place, Waco, TX 76798, (“Baylor”), and _____, (the “Organizer”) with a mailing address of _____, and shall be effective as of _____ (the “Effective Date”). Baylor and the Organizer are collectively referred to as the “Parties.”

The Organizer operates a summer the Camp entitled “_____” (the “Camp”) and wishes to conduct the Camp on the Campus of Baylor during the period from _____ (“Start Date”) through _____ (“End Date”).

The Department of _____ at Baylor has agreed to sponsor the Camp and the parties agree to the following:

I. Identity of the Parties.

- A. Notices. Any notice, request, or any other communications to be given to any Party hereunder shall be in writing, sent by registered or certified mail to the addresses set forth below. Either Party may change such addresses for delivery of notice by written request to the other Party.

Name: Baylor University, by and through the Department of _____
Contact: _____, Director/Dean
Type of entity: Texas Not-for-Profit Corporation
Address: 1500 South University Parks Drive
City/State/Zip: Waco, Texas 76706
Telephone: (254) 710-_____
E-mail: _____

Name: _____
Type of entity: _____
Address: _____
City/State/Zip: _____
Telephone: _____
E-mail: _____
Taxpayer ID: _____

II. **Obligations of the Organizer.**

- A. At all times during the Camp activities, the Organizer shall provide no less than one (1) adult supervisor per fifteen (15) participants [with an ideal ratio being one (1) adult to ten (10) participants] to provide oversight for the Camp during its entire duration. The Organizer shall provide a Camp Director (the “Director”) who shall be responsible for oversight of all of the Camp’s activities to ensure the safety of participants and shall comply with applicable Baylor Rules and Procedures. The Director shall be responsible for ensuring the location, at all times during the Camp, of all participants under the Director’s control.
- B. Thirty days prior to the Start Date, the Organizer shall provide the following proof of insurance covering each the Camp participant and naming Baylor as an additional insured: 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 Baylor of any change to the insurance coverage, shall be sent to the address for notices specified below. The Organizer shall indemnify and hold harmless Baylor from any claim relating in any way to the Camp.
- C. The Organizer shall maintain a waiver of liability for each of the Camp’s participants. Such waiver shall specifically include language releasing, waiving and discharging Baylor, Baylor’s employees, agents, and representatives, and Baylor’s Board of Regents from any liability for participant’s involvement with the Camp while the Camp is conducted in conjunction with Baylor property.
- D. The Organizer may contract separately with Baylor for certain services for the Camp such as the following: housing, food services, parking, and facility and equipment rental to conduct the Camp activities. The Organizer shall be responsible to Baylor for any equipment not returned at the end of the Camp and any equipment damaged during the Camp. In addition to a \$_____ per Camper/per day support service fee to be paid to Baylor by the Organizer, the Organizer is required to pay for all expenses related to contracted services.
- E. When reserving Baylor services for housing, food, facility use, and other services, the Organizer shall provide Baylor with a count of the number of expected participants no less than thirty (30) business days in advance for housing services, ten (10) business days in advance for food services, and seven (7) business days in advance for all other services. After these time periods, the Organizer 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. The Organizer may, upon availability and approval by the applicable Baylor service provider, increase reservation numbers after the time periods set forth above. In such case, the Organizer shall be charged accordingly.
- F. In the event of cancellation, the Organizer shall reimburse Baylor for all non-cancelable commitments engaged by Baylor if Baylor is charged for commitments made on behalf of the Camp.
- G. The Organizer shall remit payment to Baylor, within thirty (30) days of receipt of invoice, for all services rendered by Baylor in hosting the Camp. Any invoices not paid within thirty (30) days shall accrue interest at the highest rate permitted by law.

- H. Within five (5) business days of End Date, the Organizer shall provide Baylor (through the sponsoring department) with a final count of all participants who attended any part of the Camp or participated in any the Camp activities.
- I. Baylor shall have complete authority to terminate any activities of the Camp and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to Baylor. The Organizer shall be responsible for any costs incurred in relocating any participants.
- J. The Organizer shall conduct background screening on any of the Organizer's employees, volunteers, coaches or sponsors who will instruct, accompany, or supervise the Camp activities involving minors.
- K. If the Camp includes overnight accommodations and/or day programming exceeding one day, individuals hired or assigned to employee or volunteer positions involving contact with minors during the Camp are required to complete a Baylor-approved training course and examination on sexual abuse and child molestation or an approved course as listed with the Texas Department of State Health Services.

III. **Miscellaneous.**

- A. Governing Law. This Agreement 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 McLennan County, Texas.
- B. Assignment. This Agreement and its respective obligations shall not be assigned by without Baylor's prior written approval.
- C. Breach. Any breach of any of the terms of this Agreement shall be considered a default hereunder and Baylor, in addition to exercising all remedies available at law, may immediately cease all Camp functions until such default is remedied to Baylor's satisfaction.
- D. Entire Agreement. 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.
- E. Force Majeure. This Agreement may be terminated by Baylor 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 the Camp should be terminated for any of these reasons, all parties shall be relieved of all responsibilities hereunder, except as noted in the Organizer's obligations listed above in Paragraph F of this Section, and this Agreement shall be of no further force or effect.
- F. Dispute Resolution. Baylor and the Organizer shall attempt to resolve any dispute arising from this Agreement in the ordinary course of business. Should a dispute arise, the Organizer shall submit written notice to Baylor's Office of General Counsel, who shall examine the Organizer's claim and any counterclaim, and negotiate with the Organizer in an effort to resolve the claim. If the parties are unable to resolve the dispute, the dispute shall be submitted to mediation.

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

Baylor University

Company Name: _____

Signature

Signature

Title

Title

Date

Date