



YOUTH PROGRAMS FACILITY USE AGREEMENT ADDENDUM

Instructions

External-entity programs must establish a contractual relationship with the University for the use of University facilities via a Facility Use Agreement. The Facility Use Agreement must require that the external-entity youth program comply with the requirements of the Youth Programs Policy and this Guide. It should also include a statement acknowledging that the University may monitor and require proof of compliance with the Youth Programs Policy and the Guide. The completed Facility Use Agreement should be submitted with the program registration form.

Facility Use Agreement Sample Language

University Departments should incorporate the following sample language into Facility Use Agreements:

Activity with Minor Participants. If Activity involves the participation of Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18), User shall adhere to the UNCG Youth Programs Policy and Procedures and the Guide for Operating Youth Programs in Attachment _____. User acknowledges receipt of Attachment _____, that the University may monitor and require proof of compliance with Attachment _____ and that the Activity must also be registered using the Youth Program Registration [Form](#). If the Activity involves Minors, User further acknowledges that they will execute the “Youth Protection Contract Addendum” and attach it to the Agreement.

YOUTH PROGRAMS FACILITY USE AGREEMENT ADDENDUM

This Addendum (the “Addendum”), dated _____, 20__ (the “Effective Date”), modifies the terms of _____ (the “Agreement”), dated _____, 20__, by and between the University of North Carolina at Greensboro (“UNCG” or “the University”) and _____ (“User”) operating _____ (“Activity”). The following terms and conditions shall apply throughout the duration of any Activity at which any of the User’s attendees are Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18).

1. Conflicting Terms. Wherever the terms of this Addendum and the Agreement (including any online terms and conditions which may apply to the Agreement) conflict, the provisions of this Addendum will govern and the Agreement shall be construed accordingly. Silence does not constitute a conflict.

2. University Policy and Procedures. User acknowledges receipt of University’s Youth Programs Policy and Procedures (the “Policy”). The User agrees to strictly comply with all requirements of the University’s [Minors on Campus Reporting Policy](#) and the Youth Programs Policy and Procedures for the duration of the Activity (“the Program”). Such requirements include but are not necessarily limited to those listed below.

- a. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the Activity. User certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the Activity, and whether the Activity has an overnight component. Supervisor to participant ratio:

Overnight Supervision

<u>Participant Age</u>	<u>Supervising Staff</u>	<u>Participants</u>
4 – 5 years	1	5
6 – 8 years	1	6
9 – 14 years	1	8
15 – 17 years	1	10

Day Supervision

<u>Participant Age</u>	<u>Supervisors</u>	<u>Participants</u>
4 – 5 years	1	6
6 – 8 years	1	8
9 – 14 years	1	10

15 – 17 years	1	12
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- b. Forms. User agrees to use all appropriate forms related to the operation of the Activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others. The User shall obtain a consent and waiver of liability form for each minor attending the Activity, which, among other things, authorizes the User’s employees or staff to take ill or injured attendees for medical treatment and which further releases the University from all liability related to any injury, illness, death or property damage that is incurred as a result of the Activity. Forms shall be signed by the parent or legal guardian of any minor attending the Activity. Completed forms shall be retained by User and made available to the University upon request.
- c. Background Checks. Consistent with the University Background Check Policy, User agrees to properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks. User agrees to make any background checks available to the University for review upon the University’s request.
- d. Training. User agrees to provide training to all employees, volunteers and others assisting with the Activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
- e. Safety and Security. User agrees to ensure the safety and protection of Activity participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of Activity participants. User agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
- f. Reporting Obligations. If User and/or any of its employees, volunteers, or other agents or any other authorized adult present at the Activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused, neglected, is a victim of a violent offense, sexual offense, misdemeanor child abuse, or if User or such other individuals have other concerns regarding a minor’s safety, User or such other individual must report the situation immediately to the local law enforcement agency pursuant to the University’s Minors on Campus: Reporting Policy. A form is available [here](#). User hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

2. Insurance. In addition to any requirements for insurance under the Agreement, User shall take out and maintain, during the life of the Agreement, General Liability insurance coverage that: (1) names UNC Greensboro and the State of North

Carolina as additional insureds; (2) includes the coverage for acts of sexual abuse or molestation committed by its owners, operators, employees, agents, or volunteers; and (3) carries at least the following minimums:

- a. General Liability with a limit of liability not less than \$1,000,000 per occurrence combined single limit.
- b. Sexual Abuse/Molestation Liability with a separate limit of liability not less than \$1,000,000 per occurrence combined single limit.
- c. Damage to Premises with a limit not less than \$300,000.
- d. Accident Insurance with a limit not less than \$100,000.
- e. Worker's Compensation as prescribed by the laws of the State of North Carolina.

All insurance required of the User shall be written on "occurrence" form policies. As evidence of such insurance, Certificates of Insurance shall be delivered to the University at least thirty (30) days prior to the first day of the Activity. Such certificates shall show any special coverage provisions required and shall provide for 30 days' notice of cancellation, material change or intent not to renew. Certificates should be addressed to the University's Office of Risk Management.

IN WITNESS WHEREOF, the parties have executed this Addendum under seal as of the Effective Date.

USER

UNC GREENSBORO

By:

By:

Name:

Name:

Title:

Title: