

(DATE)

DAVIDSON COLLEGE CONFERENCE AND FACILITY AGREEMENT: SUMMER CAMPS

The following constitutes an agreement between Davidson College ("the College") and \*\*\*\*\* ("The Client"). We are entered into agreement on this \_\_ day of \_\_\_\_, 20\_\_.

THE FOLLOWING IS AGREED UPON:

**I. The Program:** The College agrees and does permit the Client to conduct a program of \*\*\*\*\* instruction ("the program") at and in facilities owned and operated by the College upon the conditions and terms set forth below and in the attached Conference Rate Form (Schedule A).

**II. Term:** The Client agrees to conduct the program beginning \*\*\*\*\*and ending\*\*\*\*\*.

**III. Payment:** The Client agrees to remit to the College payment for housing, dining, facilities, and all other services rendered according to Schedule A, attached. Invoices will be provided to the primary contact for a group approximately two weeks following the conclusion of the conference. Full payment is required within 30 days of the date of the invoice. An interest fee of 1.5% per 30 days will be applied to any unpaid balance.

**IV. Deposit and Guarantee Policy:**

A. The College will reserve sufficient housing and dining space for \*\*\*\*\*. Requests for greater residential enrollment shall be accommodated on a space-available basis only. Day participants and day staff are not provided housing.

Projected Number Revisions: All revisions of projected participant numbers must be communicated to the College in writing or by facsimile transaction. Accommodations for greater resident enrollment shall be granted on a space-available basis only.

B. Until 5 pm on May 1st, 20\_\_ projected numbers may be adjusted up or down without penalty. **Adjusting numbers upward will be accommodated only as campus resources allow.**

C. After 5 pm on May 1st, 20\_\_ the Client becomes responsible for guarantees according to the schedule below:

Camps projecting 1-50 participants are minimally responsible for **40%** of that number. For **each** participant short of the guarantee, camps will pay \$13.00 times the number of nights of the camp as described in Section II above.

Camps projecting 51-100 participants are minimally responsible for **60%** of that number. For **each** participant short of the guarantee, camps will pay \$13.00 times the number of nights of the camp as described in Section II above.

Camps projecting 101 or more participants are minimally responsible for **75%** of that number. For **each** participant short of the guarantee, camps will pay \$13.00 times the number of nights of the camp as described in Section II above.

**V. Early arrival policy:** No participants ("participants" shall refer to and include throughout this agreement all faculty, staff, volunteers, counselors and students of the Client affiliated with the above described program, whether they reside on or off campus) may gain access to campus facilities and accommodations rented by the Client earlier than the stated beginning date nor remain after the stated end date without permission of the College. The Client must specifically request to the College for any participants to arrive the night prior to the beginning date of the program or to remain after check-out. The Summer Programs Office will consider these requests on a case-by-case basis.

**VI. Check-in/Check-out:** Standard check-in time for all conferences is noon. Standard check-out time for all conferences is 1:00 pm. The Client must make specific requests no less than one month prior to the beginning date of the camp to check-in earlier or check-out later. The College reserves the right to alter check-in and check-out times in order to accommodate maintenance needs or the arrival or departure of other scheduled camps.

**VII. Insurance:** The Client agrees to maintain all necessary insurance to protect himself against all claims for bodily injury or death of any person or persons whether or not employed by the Client which may arise from any activity associated with this agreement. The required insurance in all cases will be a public liability/property damage policy, minimum coverage \$1,000,000 comprehensive. The College must be named in said policy as an additional insured. If the conference or event includes minors, client shall also provide a minimum of \$500,000 of Sexual Abuse / Molestation Insurance coverage. The Client will submit a Certificate of Insurance to the College meeting all the requirements as stated in this section no less than 45 days prior to the

beginning of the conference. No changes to this insurance may occur in advance of the conference without thirty (30) days prior written notice provided to the College.

**VIII. Relationship:** Each party to this agreement is independent and is not an agent of the other for any purpose whatsoever. Neither party shall make any representations or warranties on behalf of the other, nor shall they incur, create, or assume any liability, commitment, or obligation on each other's behalf. Client is solely responsible for all state, federal, local or other withholdings for taxes and any other governmental obligations pertaining to administration of its program.

**IX. Representations and Warranties:** Client represents and warrants that:

- A. Client shall include as part of its application process (whether for employment or participation in the camp) a statement to be signed by the participant or participant's parent or guardian, if participant is a minor, in substantially the following form:

**I/we, the undersigned, hereby acknowledge and understand that the [Insert Name] camp is a privately run camp and is not operated by or through Davidson College. The camp is neither sponsored, controlled, nor supervised by Davidson College but rather is under the sole sponsorship and supervision of the camp director, [Insert Name].**

- B. To the best of Client's knowledge, all staff and volunteers possess the skills, attributes and attitudes that promote a safe and healthy camp experience for all participants and the client is aware of no evidence that suggests that any paid staff or volunteer pose a known threat to the participants. As part of this representation, Client agrees that it will have national criminal background checks performed on all staff and volunteers and will consider the results of the background check in hiring decisions.
- C. Client shall provide adult supervision for overnight youth groups (younger than 18 years of age) at all times throughout the duration of this agreement, 24 hours per day. Client shall maintain a maximum Camper to Staff ratio of 10:1.
- D. No Campers shall be housed in residence halls without a supervising staff member also assigned to and housed on each floor. Client shall maintain this supervision within college housing at all hours conference participants are located therein. Client shall provide adequate supervision to youth participants as they travel on campus between residence halls, dining hall, and athletic facilities. Client shall obtain a medical release for hospital treatment, treatment by physician, and emergency first aid, signed by one or both of the child's parents or guardians, for every minor child unaccompanied by a parent.
- E. Client shall have a staff member trained and certified in basic First-Aid and CPR available for all camp activities that are physical in nature.
- F. Client shall have athletic training staff on-site or on-call for all scheduled athletic activities, if any.
- G. Client shall conduct an orientation session for residential youth campers to inform campers of Client's emergency, health, and safety procedures.
- H. Client shall maintain adequate Workers Compensation Insurance for all employees paid for services associated with the program.

**X. Reporting Injuries:** The Client agrees to notify the College's campus police within 24 hours of any injuries sustained by participants that exceed application of minor first aid. Any incident of suspected abuse of minors will be reported immediately to campus police who will investigate and notify other agencies as appropriate. This reporting obligation includes known or suspected adult-on-minor or minor-on-minor physical, sexual, or verbal abuse.

**XI. Indemnity** The Client agrees to hold the College harmless from any and all claims for bodily injury, sickness, disease, or death and any property loss or damage that may arise from: (i) the material breach of the terms and conditions of this Agreement by Client, its participants, agents, subcontractors, or employees; or (ii) activities associated with this application/agreement, caused in whole or in part by an act or omission of the Client, its participants, agents, subcontractors or employees, including any and all expense, legal or otherwise, incurred by the College in the defense of any claim or suit arising out of the work done under this agreement.

Davidson College agrees to indemnify and hold the Client harmless with respect to any losses or damages, of whatsoever nature and however occurring, which arise out of, or in connection with, any material breach of the terms and conditions of this Agreement by Davidson College.

Personal possessions and clothing for participants are not covered for loss or damage, including but not limited to, fire, water damage, or theft. The Client agrees to hold harmless the College for any and all such loss or damage.

**XII. Non-Infringement:** The Client is responsible for ensuring that the program and any content associated with the program does not infringe or violate any copyright or any other intellectual property rights of any third party. To the maximum extent permitted by law, the Client will indemnify and hold the College harmless for any such claim.

**XIII. Representation:** The Client agrees not to use Davidson College's name or registered marks in connection with publication, advertising, marketing, or in any other supportive manner without the prior approval of the College.

**XIV. Damages:** The Client assumes full responsibility for the acts of the participants using College facilities and agrees to reimburse the College for any and all damages to facilities, equipment, or furniture, charges for false fire alarms (\$200 per incident), charges for lost keys and/or access cards as set forth in Schedule A, and fines for violation of College regulations.

The Client agrees not to make any alterations or attach any fixtures to any facility. The Client will restore any facilities to their previous condition including removal of any signage placed by the Client, unless previous arrangements have been made with the College and added as schedules to this agreement. The Client is responsible for any damage to such facilities while being used by the Client.

**XV. Loss of Property:** The College shall accept no responsibility for theft or other loss of money, valuables, or personal effects of participants or agents of the Client.

**XVI. Laws and Rules:** The Client agrees to comply with all the rules of conduct of the College, ordinances and regulations of the city, county and federal government in the operation or conduct of the Client's activity upon the premises.

**XVII. College Rights:**

The College reserves the right to enter the facilities being used by the Client at any time for the purpose of inspection, repair or emergency.

Upon request, the Client shall provide to the College documentation of its compliance with the provisions of this contract.

The College may revoke the campus privileges including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the College's opinion, becomes injurious or potentially injurious to the College community.

The College reserves the right to substitute alternate facilities if appropriate in view of a change in the anticipated number of participants in the Client's conference, the need to use the facilities originally assigned for another use, or other exigencies, if Client's conference can be accommodated in such alternate facilities.

**XVIII. Other Users:** The Client understands that other activities may be conducted on the College campus by the College or other organizations during the above time period; however, the College agrees that it will make every effort to schedule other activities so as not to unreasonably interfere with the Client's event or conference.

**XIX. Additional Agreements and Changes:** Additional agreements and changes can be made on a case by case basis if agreed upon by both parties. All additions and changes must be written, dated, attached to the present contract, and signed by both parties.

**XX. Meals:** The Client will be charged for all meals consumed based on counts collected by dining services staff. The Client may choose to skip a meal or meals, without charge, if scheduled no less than two weeks in advance with Dining Services or Conference Services staff. The Client will be billed for any missed meals without proper notice. A missed meal is defined as any meal where less than one-half of all participants and staff (see Section IV.A above) attend a meal. In these instances the Client will be billed for 75% of participants and staff at the meal rate found in Schedule A. The Client shall communicate all known camper food allergies to Dining Services prior to first scheduled meal.

**XXI. Sales Tax:** The Client is responsible for all federal, state, and local sales tax on all applicable fees based on the dates of service. Should tax rates change between signature of this agreement and dates of service, the Client is responsible for tax rates in place during the dates of service.

**XXII. Campus Alcohol Policy:** Designated areas for alcohol service and consumption on the Davidson campus are limited to the 900 Room in the College Union, the privacy of guest rooms, and in areas designated by the College periodically for catered events. Conference participants are not permitted to consume alcoholic beverages on the grounds, in classroom buildings, at the Lake Campus, or at any recreational facility. **Alcohol is not allowed in residence halls (public areas or private bedrooms) housing predominantly youth (under age 21) participants.** The College reserves the right to exclude the participation of any conference participant or staff member who violates this alcohol policy.

**XXIII. Termination:** The College may terminate this contract, in whole or in part, without showing cause upon giving written notice to the Client. The College also reserves the right to terminate this agreement without penalty or any damages for breach by the Client of any of the terms contained herein or if it should become impractical to perform this agreement due to causes beyond the control of the College.

If there is a material default by either party in the performance of the terms and conditions of this agreement, and such default continues for a period of seven (7) days after receipt by the defaulting party of written notice thereof from the non-defaulting

party (setting forth in detail the nature of such default), then this agreement shall terminate at the option of the non-defaulting party as of the 31<sup>st</sup> day following such receipt of such written notice, or on any date certain thereafter, at the option of the non-defaulting party. Notwithstanding the notice provisions set forth in this termination section, the college reserves the right set forth in Section XXIV of this agreement to immediately revoke the campus privileges of any occupant whose conduct, solely in the college's opinion, becomes injurious or potentially injurious to the college community. If the owner, operator, or director of a camp engages in conduct that, solely in the college's opinion, becomes injurious or potentially injurious to the college community, the college reserves the right to immediately terminate this contract, in whole or in part, without prior notice or opportunity to cure the default.

**XXIV. General Provisions:**

This agreement is not binding until countersigned by the College. The College will honor its terms, the rates for charges and the availability of facilities and services for 14 days from the date found in the opening paragraph on page 1 of the agreement. The agreement must be countersigned by the Client and returned to the College within the 14 day period. After that it will be subject to change and availability.

This agreement shall be governed by the laws of the state of North Carolina. The College is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or College programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.

The client representative signing this agreement states that he or she has the full authority to represent the Client group in this agreement.

If any provision of this agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provisions of this agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Davidson College  
Auxiliary Services

Client:  
Print Name

\_\_\_\_\_, Summer Conference Coordinator

\_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A

20\_\_ Rate Schedule      Rates subject to 7.25% NC state tax.