This CAMP OR PROGRAM AGREEMENT ("Agreement") is between Texas A&M University - Texarkana ("TAMUT"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, and _________________, ("Program").

Program operates a camp/program entitled ____________________________ ("CAMP") and wishes to conduct CAMP on the campus or other property owned or controlled by TAMUT in Texarkana, TX during the period from __________, 20__ (“START DATE”) through __________, 20__ (“END DATE”).

The parties agree to the following:

OBLIGATIONS OF PROGRAM.

1) At all times during CAMP activities, PROGRAM shall provide no less than the TAMUT’s counselor to camper ratio of 1:10 for the CAMP during its entire duration. PROGRAM shall provide a CAMP Director ("PROGRAM Director") that shall be responsible for oversight of all CAMP activities to ensure the safety of participants and shall comply with applicable TAMUT Rules and Procedures (available at http://tamut.edu/About/About-TAMUT/Rules-and-Procedures.html) referencing Camp and Enrichment Program Procedures. The PROGRAM Director shall be responsible for ensuring the whereabouts of all CAMP participants (minors and adult supervisors) at all times during the CAMP period stated above.

2) Thirty days prior to the START DATE, PROGRAM shall provide the following proof of insurance covering each CAMP participant and naming TAMUT 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 CAMP. Copies of the Insurance Certificates or Binders, as well as immediate notice to TAMUT of any change to the insurance coverage, shall be sent to the address for notices specified below. PROGRAM shall defend, indemnify, and hold harmless TAMUT, 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 CAMP by PROGRAM.

3) PROGRAM shall maintain a waiver of liability for each CAMP participant. If CAMP does not have a waiver outlining the subsequent, TAMUT will provide the following document: Waiver, Indemnification, and Medical Treatment Authorization Form. Such waiver shall specifically include language releasing, waiving and discharging TAMUT, 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 CAMP while CAMP is conducted in conjunction with TAMUT property. PROGRAM will ensure proper documentation, including but not limited to such waivers of liability, is collected for CAMP participants, staff, and volunteers.

4) PROGRAM may contract separately with TAMUT 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. PROGRAM shall be responsible to TAMUT for any equipment not returned at the end of CAMP and any equipment damaged during CAMP.

5) When reserving TAMUT services for TAMUT facility, housing, food, and other services, PROGRAM shall provide TAMUT 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, PROGRAM 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. PROGRAM may, upon availability and approval by the applicable TAMUT service provider, increase reservation numbers after the time periods set forth above. In such case, PROGRAM shall be charged accordingly. TAMUT reserves the right to charge PROGRAM 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) In the event of cancellation, PROGRAM shall reimburse TAMUT for all non-cancelable commitments engaged by TAMUT if TAMUT is charged for commitments made on behalf of CAMP.

7) PROGRAM shall remit payment to TAMUT, within 30 days of receipt of invoice, for all services rendered by TAMUT 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. PROGRAM agrees to reimburse TAMUT the fees charged by 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, TAMUT incurs in the such collection efforts related to this Agreement should PROGRAM default on PROGRAM’s financial obligations with TAMUT.

8) PROGRAM shall provide TAMUT with a final roster of all participants who attended any part of CAMP or participated in any CAMP activities within three days following the END DATE of CAMP.

9) TAMUT may terminate any activities of CAMP and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable. PROGRAM 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, PROGRAM shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP 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 CAMP must complete the training within the employees’ first five days of employment; (c) Submit to audit by TAMUT 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 available at [http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf](http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf) may be substituted for the TAMUS-approved Child Protection Training course.

11) Per TAMUS Regulation 24.01.06, PROGRAM shall conduct both a criminal conviction and sex offender background check for every individual hired or assigned to employee or volunteer positions involving contact with minors at a CAMP. Documentation that a background check search was conducted shall be maintained for a period of two years. The background check search must utilize both 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) PROGRAM shall provide TAMUT all subsequent paperwork as required by TAMUT’s Camp and Enrichment Program Procedures [Place link to SAP here].

13) PROGRAM 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.

14) PROGRAM may not use the name or any adaptation of the name of TAMUT or any of its employees in any advertising, promotional, or sales literature without the advance written consent of that TAMUT.

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:

Texas A&M - Texarkana
7101 University Avenue
Texarkana, TX 75503

PROGRAM:
Address: _____________________________

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 Bowie County, Texas.
17) This Agreement and its respective obligations shall not be assigned by PROGRAM without TAMUT’s prior written approval. Any attempted assignment not approved by TAMUT shall be void. TAMUT may assign this Agreement to another member of TAMUS without further notice to PROGRAM.

18) Any breach of any of the terms of this Agreement shall be considered a default hereunder and TAMUT, in addition to exercising all remedies available at law, may immediately cease all CAMP functions until such default is remedied to TAMUT’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 TAMUT in its sole discretion if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it commercially unreasonable for either party to fulfill the terms of the Agreement. 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 PROGRAM’s obligations listed above in paragraph 6, and this Agreement shall be of no further force or effect.

21) PROGRAM and the PROGRAM Director will ensure compliance with Regulation 24.01.06 and Standard Administrative Procedure (http://tamut.edu/About/About-TAMUT/Rules-and-Procedures.html) Inability to comply may result in the closure of camp or program.

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 PROGRAM to attempt to resolve any claim for breach of contract made by PROGRAM that cannot be resolved in the ordinary course of business. PROGRAM shall submit written notice of a claim of breach of contract under this Chapter to TAMUT who shall examine PROGRAM’s claim and any counterclaim and negotiate with PROGRAM in an effort to resolve the claim.

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

Texas A&M University - Texarkana

____________________________  ______________________________
Signature                          Signature

[ENTER TITLE HERE]  [ENTER NAME OF AUTHORIZING MEMBER DEPT]

____________________________  ______________________________
Date                          Date

PROGRAM REPRESENTATIVE

____________________________  ______________________________
Signature                          Signature

____________________________  ______________________________
Title                          Title

____________________________  ______________________________
Date                          Date