



Samford University

Events Management

Summer Program Facility Usage Agreement

Name of Requesting Person or Organization:

_____ (“User”)
(include full name of individual or precise legal name of entity such as a corporation or limited liability company)

Program Director (the individual responsible for the program):

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Cell: _____

Email: _____

User’s on-site person in charge of and responsible for operations and management of the program:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Cell: _____

Email: _____

Program Dates(s): _____

Beginning of Program: _____ (date) at _____ (time)

Completion of Program: _____ (date) at _____ (time)

Description of Program Activities: _____

Purpose of Program: _____

List All Facilities Requested (You may enter an Event Reservation # from SPACES): _____

Will program attendees eat in the Caf? (Circle one) YES NO

Circle all that apply: Breakfast Lunch Dinner

University Security Requirements: contact Samford University Public Safety at 205-726-2020

Will program attendees stay overnight on campus? (Circle one) YES NO

Preferred Check-In Date/Time: _____ / _____ Preferred Check In Location: _____

Preferred Check-Out Date/Time: _____ / _____ Preferred Check Out Location: _____

Estimated Number of Program Attendees (male/female): _____ / _____

Estimated Number of Program Staff: _____

External Programs shall comply with the minimum chaperone-to-Minor ratio (provided below) recommended by the American Camp Association standards

Attendee Age	Number Staff	Overnight Attendees	Day-only Attendees
5 years and younger	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

Parking Requirements: _____

Will attendees be transported off campus? (Circle one) YES NO

If yes, describe the purpose of leaving campus: _____

How are attendees being transported? (personal cars, Samford bus, rented shuttle, etc.) _____

This document does not constitute an agreement until executed by the User and the Executive Vice President of Business and Financial Affairs. This executed agreement must be available to be shown to the Samford building/facilities supervisor at time of admission to facilities and/or building designated by the university.

REGULATIONS

By its execution of this Agreement, the User agrees to each of the following:

General Regulations

- Samford University is not and will not be required to provide any publicity or informational service or general business service for the User or the proposed Program.
- No smoking is permitted in any Samford facility that is the subject of this agreement.
- No alcoholic beverages or gambling devices of any kind may be brought onto any Samford property.
- No less than six (6) weeks prior to the Program, the User must notify the Samford University Department of Public Safety (205-726-2020) to review the Program for security requirements and develop a security plan. The User will comply with and be responsible for all costs associated with the Program security plan. The User will report all criminal acts to the Samford University Department of Public Safety at 205-726-2020 to ensure proper investigation and other reporting requirements.
- User shall not injure, mar, or allow any alteration to be made to any Samford facility or equipment. User agrees to be responsible for the cost of repair or replacement of any Samford equipment or property lost, damaged, destroyed or defaced by those in attendance at the Program, whether by attendees, staff or otherwise.
- Samford does not and will not assume any responsibility for the damage or loss of any merchandise or other items of personal property left on or in any portion of the Samford campus prior to, during or following the Program. The User assumes exclusive responsibility for instructing Attendees and Staff regarding the safeguarding of their possessions while on the Samford campus or other Samford property.
- Persons shall be allowed to participate in the Program without regard to age, race, sex, or national origin.
- The User shall conform to, comply with, and abide by all the laws of the United States and the State of Alabama, and the rules and regulations of jurisdictional government boards, bureaus, departments and agencies, including, without limitation, all applicable rules and regulations of the City of Homewood, Alabama Fire Department. Failure to comply with this provision will be grounds for immediate termination of this agreement.
- The User must obtain all required permits from the City of Homewood, Jefferson County, Alabama and the State of Alabama pertaining to the organization, operation and management of the Program including, without limitation, any structural permits for tents, plumbing permits (if using portable restroom facilities), electrical permits (for tent lights, electrical outlets, etc.), and all other necessary permits that apply to the activity. User will not be allowed to drive stakes in the ground for any tent needs.
- Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for Programs held on the Samford campus and the User assumes sole responsibility and liability for all ADA compliance required for the program other than matters pertaining to the structure and design of university buildings.
- The User is responsible for all costs incurred by or for the Program. All fees for the use of Samford facilities, housing, and equipment must be paid prior to the scheduled commencement date of the Program use unless other arrangements are made in writing with the Samford Director of Events Management. Any additional fees and expenses payable by the User to Samford shall be paid within 30 days after the conclusion of the Program. The User is responsible for all costs incurred by Samford as a result of the Program, including damage to grounds, equipment, vehicles, trees or shrubs.

- The User must adhere to hours of usage and rules of occupancy and usage applicable to each facility as prescribed by the university.
- In compliance with local fire codes, Samford reserves the right to limit the number of persons who may enter a facility during the term of this Agreement.
- The User shall be solely responsible for the safety and welfare of its Program participants, agents, employees, staff, guests, vendors, invitees and others attending the Program.
- The User shall not block aisles, fire exits, lobbies, passageways or doorways of any university facility. The User agrees not to use, store or permit to be used or stored in or on any part of the real property and buildings of Samford any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Alabama. Any illuminating oils, candles, lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind will not be permitted on the Samford campus.
- This Agreement is non-assignable.

Insurance Requirements

- Prior to execution of this agreement by Samford for the use of space in or on the Samford campus (including, without limitation, any building or other facility, whether indoors or outdoors), User shall deliver to the Samford Director of Event Management proof of general liability and sexual molestation insurance in the amounts set forth below. Such insurance shall designate User and Samford University, its Board of Trustees, officers and employees as additional insureds and shall provide that such insurance shall be primary over any other liability policy maintained by the university. Evidence of such coverage shall be submitted to Allison Brymer, Director of Events Management, 800 Lakeshore Drive, Birmingham, AL 35229, (telephone 205-726-2355) (abrymer@samford.edu) **at least two weeks prior to the requested date(s)** for use of the university facilities. This evidence of coverage shall be in the form of a “Certificate of Insurance” issued by the insurance company or companies providing such coverage. The limits of liability shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and \$1,000,000 for sexual molestation. Additional insurance coverage may be required at the discretion of the Samford Risk Management Department and the User shall pay for and provide all such insurance.
- User shall carry Workers’ Compensation insurance in an amount equal to the statutory limits established by the State of Alabama for all workers.

Staffing for Summer Programs

- **Background checks on all Program employees, volunteers and affiliates working on the campus of Samford University are required. The following is an excerpt from the Minors on Campus Policy, 4.23:**

Background Checks

Criminal background checks must be conducted on each adult staff member or volunteer for a Covered Program who will interact with or have access to Minor participants. A satisfactory criminal background check will be required for each staff member or volunteer at least thirty (30) days prior to the commencement of the Covered Program. Criminal background checks must be performed no earlier than two (2) years prior to the scheduled commencement date of the Covered Program. This requirement applies to all University faculty, staff, students and contractors, as well as other persons who have no such relationship with the University. An adult who will interact with or have access to one or more Minors in a Covered Program may not participate in any role or capacity until a satisfactory criminal background check on such person has been performed.

A criminal background check shall include:

Criminal check (Standard Felony and Misdemeanor) to include National Sex Offender Registry; Court records of all counties in which the individual has lived or worked at any time during the past 7 years; Alabama seven-year felony and misdemeanor check; and SSN verification.

The University has partnered with a third-party vendor to process background checks for University Organized Programs. The Assistant Vice President for Human Resources must approve the background check. The cost of the background check is the responsibility of the University department responsible for the University Organized Program.

The criminal background checks required for External Programs must be performed by a University approved vendor (the vendor will participate in the January planning meeting). The Program Director for an External Program shall complete an External Program Criminal Background Check Certification (as prescribed from time to time by the Department of Human Resources) certifying the External Program's compliance with the criminal background check requirements of this policy. The certification shall be completed, signed by the Program Director and delivered to the Office of Human Resources at least thirty (30) days prior to the commencement of the External Program. The certification shall include information about any negative background check results. A decision not to permit an individual to participate in a Covered Program based on the results of a background check will be made by the Assistant Vice President for Human Resources and communicated to the Program Director.

Training (All staff and volunteers)

*Individuals who are responsible for the supervision or care of Minors, or whose duties would require close contact with Minors **must** complete annual mandatory training, including, but not limited to the Protecting Minors Training prior to interacting with Minors.*

Failure to comply with this requirement will result in the immediate termination of this agreement and the forfeiture of any monies already paid to the university. The user assumes responsibility and provides complete supervision and protection of minors attending programs and events on campus, without the supervision of their parent(s) or guardian(s).

User initial here: _____

Marketing for Summer Programs

- The User shall not use Samford's name or trademarks in any form or manner nor will it state or indicate that Samford endorses or approves the Program or any events, products or persons associated with the Program.

NOTE: If the User is not an officially recognized Samford University organization, any advertising in conjunction with the Program must contain the following language:

"Although this program is located at Samford University, it is not affiliated, sponsored, owned, operated or endorsed by Samford University."

Emergency Preparedness

- Program Directors are responsible for understanding their roles in an emergency impacting Samford University and are required to download the Alert! Samford app. Program Directors are

also responsible for ensuring all their paid and volunteer staff working at a university facility are familiar with the university's emergency plans and procedures. Emergency information can be accessed at <https://www.samford.edu/webapps/alert/content-index.html> or the user can Text "SamfordAlerts" to 226787 to add your cell number to this confidential system. Your number will not be shared with anyone else and automatically will be removed after 14 days. This is a free service provided by Samford University, but standard text messaging rates may apply. Program Directors and their staff may also contact the Samford University Department of Public Safety at any time by calling (205)726-2020.

All copies of this Agreement must be executed by the User and the Vice President of Business and Financial Affairs, and mailed to 800 Lakeshore Drive, Birmingham, AL 35229. If applicable, please make checks for all fees payable to Samford University.

I agree on behalf of the above organization that all agents, employees, members and guests will observe the provisions and regulations contained herein, and any other rules or regulations which relate to the use of university facilities, and the User and I, individually and on behalf of User, assume full financial responsibility for and release, indemnify and hold harmless Samford University, its Trustees, officers, employees and agents from and against any and all losses, claims, demands, damages, actions or causes of action of whatsoever kind and nature, liability and expenses, including attorneys' fees arising out of injury or death to persons or damage to property connected with or arising out of the use of university facilities or activities of the User, its agents, employees or guests.

User initial here:_____

********Signatures commence on the following page********

USER

_____ *(include full name of individual or precise legal name of entity, such as a corporation or limited liability company)*

By: _____
Program Director's Name

Date: _____

SAMFORD UNIVERSITY

Signature: _____
Harry B. Brock, III (Buck)
Vice President of Business and Financial Affairs

Date: _____

Attachments

Please attach copies of the following to this Use Agreement (for all that apply):

- Certificate of Insurance (General Liability naming Samford University and its Trustees, employees, officers and agents as additional insureds and designating Samford University as Certificate Holder)
- Summer Program Daily Program or Schedule (SPACES Reservation # will work)
- Flyer, Brochure, or Letter advertising the Program, or other print publicity
- Contract/Agreement with Sodexo Dining Services for any food services required
- Any additional documents that explain or clarify details related to the Summer Program