



MINORS ON CAMPUS

Required Provisions in Affiliation Agreements/Contracts [Appendix D]

1. Supervision, Background Investigations, Compliance with Laws and Rules:

(A) Licensee shall, at licensee's sole cost and expense, be responsible for administering and providing all staff and other personnel required for the supervision of the participants and all activities engaged in by the participants at the Campus. Participants who are minors under the age of seventeen (17) shall be supervised by an adult at all times. Supervision means line of sight supervision at all appropriate and practicable times, including during meals and breaks from an activity or event. The supervision ratio shall not exceed 10 minors to 1 adult.

[ONE OF THE FOLLOWING PROVISIONS LABELED "(B)" MUST BE INCLUDED. THE GUIDELINES FOR MINORS ON CAMPUS DICTATE WHICH OF THE FIRST TWO PROVISIONS IS APPROPRIATE. IF YOU HAVE ANY QUESTION ABOUT WHICH PROVISION IS APPROPRIATE, PLEASE CALL THE OFFICE OF THE GENERAL COUNSEL]

(B) Licensee shall perform background investigations on all staff and personnel who will supervise or otherwise have direct contact with minors under the age of seventeen (17) in connection with the Campus event. Licensee shall execute a St. John's University Background Investigation Certification, and provide it to the University no later than five (5) business days prior to Licensee's arrival on campus, which certifies that all necessary background investigations were performed and that there is no reason why the persons to be assigned to supervise minors should not do so.

(C) Licensee shall execute a St. John's University Supervision of Minors Certification, and provide it to the University no later than five (5) business days prior to Licensee's arrival on campus, which certifies that Licensee is unaware of any reason why such supervisory personnel should not be permitted to supervise minors.

(D) Licensee shall execute a St. John's University Parental Authorization Certification, which certifies Licensee has received and reviewed appropriate parental consent forms from each minor's parent or guardian permitting that minor's attendance on campus and, if Licensee is a children's day or overnight camp, that medical consent forms also have been signed and collected for each minor.

(E) Licensee certifies that it is fully licensed to run the activity, event or program, if applicable, and shall provide proof of such license to the University no later than five (5) business days prior to Licensee's arrival on campus.

(F) Licensee shall comply with and shall cause all participants (whether minors or otherwise) to comply with all laws, rules, regulations and orders that are applicable to Licensee's or any participant's use of the accommodations and the facilities and with all applicable rules and regulations adopted by the Licensor, from time to time, in connection with the accommodations of the facilities and/or the Campus. Any participant who fails to comply with this Article shall be immediately removed from the Campus by Licensee and if Licensee fails to do so, Licensor shall have the right to remove the participant without any liability whatsoever to Licensee or the participant and without any obligation to refund or credit Licensee for any portion of the charges for the Accommodations occupied by the affected participants.

[If the entity is a Day or Overnight Camp or Clinic, add the following provision:]

(G) All New York Department of Health Regulations relating to day camps and children's overnight camps will be strictly followed.

2. Insurance Requirements:

(A) Coverage and Amounts. Without limiting the generality of any provision of this Agreement Licensee shall, at Licensee's sole cost and expense obtain the following insurance coverage with a carrier licensed by the New York State Insurance Department. Carriers shall carry an A.M. Best's Rating of not less than "A-." Each of the following required insurance coverages shall: (a) provide for amounts of coverage that shall be equal to the greater of: (i) the limits normally carried by Licensee; (ii) the limits set forth below; or (iii) any greater amount that may be required by law; and (b) be written on a comprehensive occurrence basis and maintained until the termination of this Agreement or any later date established in accordance with this Agreement.

- i. General Commercial Liability Insurance, including Contractual Liability, Personal Injury, Broad Form Blanket Contractual Liability with a limit, each occurrence, of not less than one million dollars (\$1,000,000) and aggregate limit of not less than five million dollars (\$2,000,000). The policy must include coverage for sexual abuse, sexual molestation, sexual exploitation or sexual injury, including such damages caused by employees, servants or any other person performing services on behalf of any insured, with a limit, each occurrence of not less than one million dollars (\$1,000,000) and aggregate limit of not less than two million dollars (\$2,000,000).
- ii. Commercial Automobile liability insurance with a combined single limit, of not less than one million dollars (\$1,000,000). If Licensee owns no automobiles, coverage must be provided for non-owned and hired automobiles with a limit, each occurrence, of not less than one million dollars (\$1,000,000).
- iii. Workers' Compensation insurance in which Coverages A and B are in compliance with applicable laws of the State of New York, and in which Coverage B – Employer's Liability is no less than one million dollars (\$1,000,000). Licensee and its insurer shall waive any right of recovery against the University for claims paid under the Workers Compensation and Employer's Liability Policies.
- iv. Excess or Umbrella Liability insurance, no more restrictive than the underlying insurance, with limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. Excess or Umbrella Liability Insurance must apply to all liability coverages, including sexual abuse.

(B) General Provisions.

- i. All insurance obtained as required by this Agreement shall be primary with respect to any other similar insurance purchased by or maintained by the University notwithstanding the provisions of such insurance and, except for workers' compensation and employers' liability insurance, shall name "St. John's University, New York" as an additional insured. Licensee shall provide a written endorsement to each general liability insurance policy that names the University as an additional insured, which also must waive any right of subrogation against the University.

- ii. All policies shall provide that not less than thirty (30) days' prior written notice of any policy cancellation, non-renewal or material change be given to University by certified mail, return receipt requested.
- iii. Licensee shall maintain such insurance in force at all times during the term of this Agreement and not less than three years after final termination of this Agreement or shall agree to purchase an extended reporting period endorsement.
- iv. All policies or Certificates of Insurance delivered to the University shall be accompanied by evidence, satisfactory to the University, that the applicable premiums have been paid.

3. Release and Indemnification:

(A) Licensee hereby releases the Licensor, its agents, officers, employees and/or servants, of and from any and all liability claim, demand, loss, damage, suit, judgment, cost and/or expense of whatsoever nature (including without limitation, all costs and disbursements of counsel) resulting from or in any way arising out of or in connection with Licensee's use of Licensor's facilities, including but without limitation to, any and all claims for personal injury or death or damage to or loss of property, or otherwise. Licensee shall not be responsible for any claims, liability, loss or damage to the extent such claims, liability, loss or damage is caused solely by the negligence or willful misconduct of the Licensor and/or any of its agents, officers, employees and/or servants. The terms of this paragraph shall survive the term and/or termination of this agreement.

(B) Licensee hereby agrees at all times to indemnify and hold harmless Licensor and/or its agents, officers, employees and/or servants (hereinafter sometimes collectively referred to as the "Indemnitees") from and against any and all liability, claim, demand, loss, damage, suit, judgment, cost and/or expense of whatsoever nature, (including without limitation, all costs and disbursements of counsel) including but without limitation to, any and all claims for personal injury or death or damage to or loss of property, or otherwise which the Indemnitees may in any way at any time sustain or incur as a result of or in any way arising out of or in connection with Licensee's use of the Licensor's facilities. Licensee shall not be responsible for any claims, liability, loss or damage to the extent such claims, liability, loss or damage is caused solely by the negligence or willful misconduct of the Licensor and/or any of its agents, officers, employees and/or servants. Without limiting the generality of the foregoing, Licensee shall also indemnify Licensor for any taxes imposed upon the Licensor

resulting directly or indirectly from Licensee's use of the Licensor's facilities. Licensee shall cause payment to be made to the Indemnitees on account of any and all such liability, claim, demand, loss, damage, suit, judgment, cost and/or expense of whatsoever nature, before the Indemnitees shall be compelled to make any payment on account thereof. In the event of any legal action taken against Indemnitees as a result of or in any way arising out of or in connection with Licensee's use of the Licensor's facilities, Licensee will defend such action at Licensee's own cost and expense and the Indemnitees shall cooperate with Licensee in the defense thereof, or, at the election of the Indemnitees, assume the defense at Licensee's expense for, but without limitation to, attorneys' fees. In any event, Licensee shall satisfy and discharge any final judgment recovered against the Indemnitees. The terms of this paragraph shall survive the term and/or termination of this agreement.