

THIRD PARTY PARTNERSHIP YOUTH ACTIVITY ADDENDUM

This form is to be completed by the third party group partnering with CSULB for programming that includes youth participants. This form and all attachments are a necessary and integral part of the Facilities Use Agreement ("FUA") or Memorandum of Understanding ("MOU") with CSULB. Any incomplete, inaccurate, or dishonest representations made in this form or its attachments will constitute a material breach of the FUA or MOU with which it is completed. In the event of such an occurrence the UNIVERSITY reserves the right to terminate the associated FUA or MOU and/or USER's license to use UNIVERSITY's facilities or participate in the partnership. Attach all supporting documentation to the Third Party Risk Evaluation form and submit electronically to Risk Management at riskmanagement@csulb.edu.

Name of Group: _____

Group Contact Name: _____

Contact Email: _____

EMS Number: _____

Name of Activity: _____

Description of Activity: _____

Date(s) of Activity: _____

Location(s) on campus where event will be held: _____

URL for Group/Event Website, if applicable: _____

CSULB department(s) involved in hosting this activity, if applicable: _____

Group responsibilities in hosting this activity: _____

CSULB department's responsibilities in hosting this activity, if applicable: _____

NUMBER OF YOUTH PARTICIPANTS

Age 5 and under: _____

Age 12-14: Age _____

Age 6-11: _____

15-18: _____

TOTAL DAILY PARTICIPANTS: _____

RISK EVALUATION FACTORS

(Answer each of the following questions **YES** or **NO**, provide necessary details, and attach any supporting relevant documentation)

1. Does your program have a policy in place addressing abuse prevention and the protection of youth? If **YES**, please provide a copy of the policy.

Yes No

2. Does your program provide training on abuse prevention and reporting requirements to your staff, volunteers, and/or those with access to youth? If **YES**, please provide a list of trainings offered or required of staff, faculty, and volunteers.

Yes No

3. Does your program require your staff, volunteers, or those with access to youth to undergo background checks? If **YES**, please provide information on what checks are required (i.e. multi-state criminal background check, FBI fingerprint, national sex-offender registry, etc.)

Yes No

4. Will the parent/guardian of the youth be present at all times during the event/activity and maintain care, custody and control of their youth at all times?

Yes No

a. Is parent/guardian permitted to drop off of their youth participants without attending the event/activity? If **YES**, please describe and provide any documentation of rule/policy that is presented to parents addressing the drop off policy.

Yes No

b. Are youth participants permitted to drive to the event on their own? If **YES**, please describe and provide any documentation of rule/policy that is presented to parents.

Yes No

5. Does your event/activity involve adults being alone with youth participants for any period, or require event volunteer/staff to be responsible for supervision, custodial care, chaperoning, or care giving for youth participants? If **YES**, please describe event/activity below.

Yes No

6. Does your program have policies/procedures in place that addresses limitations of one-on-one interactions of youth participants and adults? If **YES**, please provide written documentation of rules/policy.

Yes No

7. Are there policies in place that govern unscheduled/free time of participants? If **YES**, please provide written documentation of rules/polices.

Yes No

8. During the program, will youth participants have access to stairwells, locker rooms, private rooms or other areas where they could be isolated from the group? If **YES**, please describe below.

Yes No

9. Will event take place in a location where people not affiliated with the event can easily enter into the activity space? If **YES**, please describe below.

Yes No

10. Does the location of your activity include possible hazards including stairs, windows that open, moving machinery, water features such as pools or fountains, height- based- hazards, or hazards? If **YES**, please describe below.

Yes No

11. Do any activities require transporting youth from one location to another (excluding walking between facilities on campus)? If **YES**, please describe below.

Yes No

12. Does your activity involve overnight stays? If **YES**, please describe below.

Yes No

13. Does your program require youth participants to change clothes between activities? If **YES**, please describe below.

Yes No

14. Has the scope of your program been altered since initial submission of materials to UNIVERSITY? In either case, please attach a full description, including all activities and their intended duration, employee count and responsibilities, volunteer count and responsibilities, participant count, and any other information relevant to finalized program.

Yes No

15. Does your program have mechanisms by which participants, attendees, and invitees can report incidents or allegations involving safety or misconduct, including abuse and molestation, to multiple employees or volunteers? If **YES**, please describe the process below, including names, titles, and contact information for points of contact for any such reporting.

Yes No

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16. Does your program have mechanisms by which employees or volunteers will report incidents or allegations involving safety or misconduct, including abuse and molestation, to the UNIVERSITY and any participating UNIVERSITY Auxiliaries? If **YES**, please describe the process below, including names, titles, and contact information for points of contact for any such reporting.

Yes No

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17. Does your program require execution of liability waivers from participants, attendees, and invitees, executed by legal guardians in the case of minor participants, attendees, and invitees? If **YES**, please describe the below, including claims waived, parties against whom claims are waived, and names, titles, and contact information for custodians of such waivers. Please attach an example of any relevant waiver(s).

Yes No

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INSURANCE REQUIREMENTS FOR RENTAL OF FACILITIES

(Includes: Summer Camps)

Suppliers shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder, (and the results of that work by the Supplier, their agents, representatives, employees, or subcontractors.)

Minimum Scope of Insurance

The limits of coverage set forth in this requirement are minimum amounts, and in any situation where an unusually high risk of liability is present, the University may require the lessee, supplier, vendor, or Supplier to carry insurance with a higher limit.

Coverage shall be at minimums outlined below:

- 1. **Commercial General Liability (CGL)** - Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$1,000,000** per occurrence and **\$1,000,000** for Products/Completed Operations. The general aggregate limit shall be twice the required per occurrence limit.

Additional Insured Endorsement - *The State of California, the Trustees of The California State University, California State University, Long Beach and the officers, employees, directors, volunteers and agents (collectively "University") are to be named as additional insureds* on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Supplier including materials, parts or equipment furnished in connection with such work or operations.

Waiver of Subrogation Endorsement - Supplier hereby grants to the University a waiver of any right to subrogation which any insurer of said Supplier may acquire against the University by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

Participant Accident Insurance - If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.

- 2. **Workers' Compensation** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

- a. **Waiver of Subrogation Endorsement** - Supplier hereby grants to the University a waiver of any right to subrogation which any insurer of said Supplier may acquire against the University by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

- 3. **Abuse and Molestation** - If the work will include contact with youth (under age 18), and the commercial general liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Supplier shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

By executing below, you represent that the foregoing is true and correct, and that you have the authority to submit such information on behalf of and bind the USER designated above. Any incomplete, inaccurate, or dishonest representations made in this this form or its attachments will constitute a material breach of the Facilities Use Agreement ("FUA") with which it is submitted. In the event of such an occurrence the UNIVERSITY reserves the right to terminate the associated FUA and/or USER's license to use UNIVERSITY's facilities.

Name: _____ Title: _____

Signature: _____ Date: _____

RISK MANAGEMENT

Reviewed by: _____ Title: _____

Signature: _____ Date: _____