

## Facilities Use Agreement Template for Youth Programs

The Board of Regents of the University of Wisconsin System, doing business as UW – [Insert Campus Name] (the “Institution”), and:

\_\_\_\_\_ (the “Third Party”),  
hereby agree to permit the Third Party to use facilities of the Institution in exchange for the guarantees made below.

The Third Party intends to use the following facilities belonging to the Institution:

\_\_\_\_\_ (the “Facilities”),  
at the following intended time or times:

\_\_\_\_\_ (the “Schedule”),  
for the following activities for youth:

\_\_\_\_\_ (the “Youth Program”).

In exchange for a license to use the Institution’s facilities, the Third Party agrees to all of the following conditions:

**¶A.** The Third Party will pay the required fee for the facilities as described by [Wis. Admin. Code ch. UWS 21](#)<sup>1</sup> and in any local campus policy, which will be assessed at follows:

\_\_\_\_\_ (the “Fee”).

**¶B.** The Third Party will comply with the Institution’s Codes of Ethics as they apply to specific campus employees, including [Wis. Stat. § 19.41 et seq.](#)<sup>2</sup> for Public Officials, [Wis. Admin. Code ch. UWS 8](#)<sup>3</sup> for Limited Appointees, Faculty, and Academic Staff, and [Regent Policy Document \(RPD\) 20-22](#)<sup>4</sup> for University Staff. The Third Party will not offer any officers, employees, or agents any prohibited benefits due to their position at the Institution.

**¶C.** If the Youth Program is a camp regulated by the Department of Agriculture, Trade, or Consumer Protection (DATCP) under [Wis. Admin. Code ch. ATCP 78](#),<sup>5</sup> the Third Party will comply with the license from DATCP.

**¶D.** The Third Party and its officers, employees, and agents will comply with any and all relevant laws, rules, or Institution Policies, including any campus policy required by Youth Protection and Compliance ([System Administrative Policy \(SYS\) 625](#))<sup>6</sup> as specified in that policy and described below, using the definitions provided in that policy.

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<sup>1</sup> Available at: [https://docs.legis.wisconsin.gov/code/admin\\_code/uws/21](https://docs.legis.wisconsin.gov/code/admin_code/uws/21).

<sup>2</sup> Available at: <https://docs.legis.wisconsin.gov/statutes/statutes/19/III/41>.

<sup>3</sup> Available at: [https://docs.legis.wisconsin.gov/code/admin\\_code/uws/8](https://docs.legis.wisconsin.gov/code/admin_code/uws/8).

<sup>4</sup> Available at: <https://www.wisconsin.edu/regents/policies/code-of-ethics/>.

<sup>5</sup> Available at: [https://docs.legis.wisconsin.gov/code/admin\\_code/atcp/055/78](https://docs.legis.wisconsin.gov/code/admin_code/atcp/055/78).

<sup>6</sup> Available at: <https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/youth-protection-and-compliance-2/>.

## **§D.I. Indemnification**

**§D.I.1.** To the fullest extent permitted by Law, the ( **named party** ) will defend, indemnify and hold harmless [ **Institution** ], including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services and for the acts or omissions of its directors, officers, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

The Third Party will assume full legal and financial responsibility for any and all damages to Institution buildings, facilities and/or equipment used while conducting this program and be responsible for removal of all personal materials prior to leaving the building or facility at the completion of each program/event. Charges will be assessed to the undersigned for restoration and property removal if applicable. The use of confetti and/or affixing tape to any painted surface is prohibited.

**§D.I.2.** The Third Party will grant the Institution, its employees, agents, and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participants expense and of returning the participant to their home.

**§D.I.3.** The Third Party waives any claim for damages or compensation resulting from fire, casualty or other circumstances rendering the fulfillment of this agreement impractical or impossible and understands that the Institution shall not be liable for any resulting loss whatsoever.

**§D.I.4.** The third party shall be directed to advertise their program as “xxx Camp at UW” rather than “UW xxx Camp” so as to mitigate the perception of institutional sponsorship.

**§D.II.** The Third Party is responsible for completing criminal background checks of all authorized adults, in alignment with [Regent Policy Document 20-19](#), Institution of Wisconsin Criminal Background Check Policy,<sup>7</sup> prior to the commencement of the covered activities.

**§D.III.** The Third Party will meet the minimum requirements outlined below for any covered activity as defined by the Youth Protection and Compliance Policy [SYS 625](#).

**§D.III.1. Training.** Authorized adults for third party covered activities shall be trained on the same reporting obligations assigned to UW System employees under Wisconsin Executive Order #54 and in relation to sexual harassment/ sexual violence. Third Parties must train all authorized adults on the content in this section, at minimum, prior to interaction with youth participants in covered activities. Third Parties must also train designated individuals on institutional youth protection best practices, at minimum, prior to interaction with youth participants in covered activities.

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<sup>7</sup> Available at: <https://www.wisconsin.edu/regents/policies/university-of-wisconsin-system-criminal-background-check-policy/>.

**§D.III.2. Additional Training.** Third Parties may require additional training based on the individual's role or level of risk associated with the covered activity (e.g., duration of program, type of activities) and applicable legal requirements.

**§D.III.3. Prohibited Behaviors** Third Parties must prohibit behaviors that include, but are not limited to, the following:

§D.III.3.a. Conduct that violates the law (e.g., child abuse, child sexual abuse, protected class discrimination, emotional abuse, hazing, indecent exposure, child pornography, neglect, physical abuse, sexual abuse, and sexual harassment);

§D.III.3.b. Actions that are found to constitute bullying or grooming;

§D.III.3.c. Infringement on privacy of youth participants in situations where they are changing clothes or taking showers except in situations where health and safety require;

§D.III.3.d. Adults showering, bathing, or undressing with or in the presence of youth participants;

§D.III.3.e. Photographing or recording in shower houses, restrooms, or other areas where privacy is expected by participants; and

§D.III.3.f. Use of alcohol when engaged in covered activities.

**§D.III.4. Supervision Ratios.** Third Parties must require that supervision ratios in covered activities meet the minimum standards set through ATCP 78, with the exception of classroom settings, which allow for a 1:18 Adult to Youth Participant ratio. A minimum of two adults is required for all field trips. Third parties must also include documentation of overnight supervision plans for residential programs.

**§D.III.5. One-on-One Interactions.** Third Parties must prohibit one-on-one interactions between adults and youth participants, unless the adult is in a setting where one-on-one instruction occurs. In such settings, activities must be observable and interruptible. Exceptions can also be made where a familial relationship exists and in emergency situations.

**§D.III.6. Overnight Covered Activities.** Third Parties with overnight covered activities must designate staff (paid or unpaid) for the supervision of youth participants overnight and include the following requirements. a. Third party staff must not enter the youth participant's room, bathroom facility, or similar area without another staff except in emergency situations b. Third party must procure adequate sleeping space so that staff(paid or unpaid) are not sharing sleeping quarters with youth participants during overnight covered activities.

**§D.III.7. NCAA and Other Governing Authorities.** Third Parties shall comply with youth protection requirements set by the NCAA, any other relevant governing bodies for recruiting activities, and any institutional policies established for the purpose of complying with these requirements.

**§D.III.8. Emergency Preparedness.** Third Parties must document minimum emergency preparedness protocols based on the covered activity's level of risk and as advised by the institution's risk management authority or other relevant institution stakeholders.

**§D.III.9. Insurance.** Third Parties must have insurance or other appropriate liability coverage as applicable and approved by the institution's risk management authority, recommended coverage limits include:

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*Note: Please require certificate of insurance to verify General Liability and Sexual Abuse/Molestation Liability coverage.*

*§D.III.9.a. Workers' Compensation.* The Third Party must carry workers compensation insurance for the third party's employees that meets Wisconsin statutory requirements.

*§D.III.9.b. Commercial Comprehensive General Liability.* The Third Party must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:

- i. *Sexual Abuse/Molestation Liability.* The Third Party must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. <https://ucamps.rpsins.com/policy-limits-and-coverage/>
  - Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced.
- ii. *Automobile Liability.* The Third Party must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations while on campus.
- iii. *Damage to Rented Premises.* The Third Party must carry damages to rented premises insurance coverage of no less than \$100,000.
- iv. *Medical Payments.* Third Party is required to carry medical payments coverage of non-participants. Limits must be no less than \$5,000.
- v. *Occurrence basis.* The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
- vi. Policy must cover all activities to be performed by the external party, including athletic/physical activities.
- vii. Policy must not contain any exclusion for intentional acts.
- viii. Shall be provided by a carrier with a minimum A.M. Best rating of A-.

*§D.III.9.c.* All insurance required Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the Institution of Wisconsin System, its officers, employees, and agents."

*§D.III.9.d.* Insurance shall be primary and noncontributory.

*§D.III.9.e.* Board of Regents of the Institution of Wisconsin System shall be names as additional insured.

**§D.III.10. Monitoring and Reporting.** Third Parties must require all covered activities youth serving staff (paid or unpaid) to monitor and report according to applicable law. Reporting must include, but is not limited to requiring all adults covered under this policy to report:

*§D.III.10.a.* Any suspected physical abuse, neglect, or sexual abuse of a minor in alignment with Wisconsin Executive Order #54;

*§D.III.10.b.* Sexual harassment or sexual violence as defined by the institution's Title IX policy;

*§D.III.10.c.* Incidents resulting in serious harm requiring professional medical attention; and

*§D.III.10.d.* Incidents of illegal or unauthorized drug use.

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**§D.III.11.** Third Parties shall report incidents involving sexual abuse, sexual harassment, sexual violence and serious harm requiring professional medical attention to the institution in accordance with the institution's escalation plan.

**§D.III.12. Registration.** Third Parties taking custodial care must have a registration process for covered activities. For covered activities the following registration information, at a minimum, must be collected:

*§D.III.12.a.* Date(s)/time(s) of covered activity

*§D.III.12.b.* Primary contact for covered activity

*§D.III.12.c.* Staff (Paid or unpaid): Names, contact information, screening, training

*§D.III.12.d.* Participant registration information collected must include:

- i. Name
- ii. Contact information, including emergency contact information

**§D.III.13. Non-Custodial Care Registration.** For Third-Party covered activities in which custodial care is not taken the following registration process as minimum must collect the following:

*§D.III.13.a.* Date(s)/time(s) of covered activity

*§D.III.13.b.* Primary contact for covered activity

**§D.IV. Audit.** All requirements for covered activities are subject to audits and or request(s) and may occur at any time within seven years.

**§E.** Violations of this agreement and/or associated policies, protocols, or procedures by the Third Party may subject the Third Party to program termination, and its employees, officers, and agents to removal from the authorization to work with minors, in accordance with institutional policies and procedures.

### **§F. Signatures.**

**§F.1.** The following individual is authorized by the Institution under [RPD 13-1](#), [13-2](#), and/or any delegations made thereunder to sign this type of contract.

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Printed Name	Signature	Title	Date of Signature
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**§F.2.** The following individual is authorized by the Third Party to sign this Agreement.

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Printed Name	Signature	Title	Date of Signature
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