

STATE OF NORTH CAROLINA

8/98

Rev: 03/07

WAKE COUNTY

SPORTS CAMP CONTRACT

This agreement made and entered into this day ____ of _____, 200____, by and between North Carolina State University (hereinafter referred to as "UNIVERSITY"), and _____ (name and address) _____, (hereinafter referred to as "COACH"),

WHEREAS, COACH is desirous of conducting a camp for young people and,

WHEREAS, UNIVERSITY is desirous of recruiting student-athletes, and it is in the public interest that facilities of the University be made available, on an appropriate basis, for the training of young people in athletic sports, and,

NOW, THEREFORE, in consideration of the mutual benefits and responsibilities hereinafter set out, the parties hereto agree as follows:

1. Use of UNIVERSITY Premises

A. There shall be Camp sessions as follows:

B. Facilities to be utilized:

(hereinafter referred to as "FACILITIES")

2. Obligations of the COACH

A. The COACH shall indemnify and save harmless the UNIVERSITY, its officers, agents, and employees from all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the use or occupation of the FACILITIES herein above described, whether such use is authorized or not, or by any act or omission of the COACH or any of the camp's

officers, agents, employees, guests, patrons, or invitees and the COACH shall pay for any and all damage to the property of the UNIVERSITY, or loss or theft of such property, done or caused by such persons.

- B. The COACH further agrees to purchase at COACH's expense a comprehensive liability insurance policy, including public liability and property damages, written by a company acceptable to the UNIVERSITY, covering premises, operations thereunder, and productions in the amount of \$500,000.00 for bodily injury and \$500,000.00 property damage or combined single limit of \$1,000,000.00. The UNIVERSITY shall be named as an insured in any insurance policy required hereunder. The COACH agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. COACH shall provide a copy of the certificate of insurance to UNIVERSITY prior to the start of the camp. If the insurance is canceled for any reason, COACH shall notify UNIVERSITY immediately and UNIVERSITY reserves the right to terminate this Contract in that event.
- C. The COACH shall procure an executed "RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT," Attachment A, from each attendee prior to commencement of camp. The COACH shall keep these RELEASES for a period of at least 3 years after the camp ends, and shall make them available to the UNIVERSITY upon request.
- D. The COACH shall maintain a complete set of records, including a financial statement, list of attendees, list of staff personnel, and such other records as might reasonably be required by the UNIVERSITY. The UNIVERSITY shall have the right to audit all records.
- E. The COACH shall submit a complete report of camp operations no later than forty-five (45) days after the conclusion of the last camp session to the Assistant Director of Athletics/Controller in accordance with UNIVERSITY policies. (Use Attachment B for reporting of financial payments.)
- F. No University employee, including COACH, shall engage in camp work or activity during the UNIVERSITY's regular working hours of such employee, unless on annual leave or compensatory time if applicable.
- G. The COACH shall publish a camp brochure which includes notice that the attendee who has sufficient preparatory education to be academically eligible to enter college in the fall following the camp date will not be permitted to attend the camp. The brochure shall also set forth the conditions for refunds of camp fees, and the appropriate UNIVERSITY rules and regulations that could be cause for immediate dismissal from the camp without a refund. This brochure shall be provided in advance to each prospective attendee. The mailing of camp brochures and other literature shall be accomplished through a United States Post Office and

not through the Athletics Department or UNIVERSITY Mail Services. UNIVERSITY telephone numbers and addresses shall not be listed in the camp brochure and UNIVERSITY letterhead stationery shall not be used.

- H. The costs for printing all camp literature must be billed directly to the COACH and not through the UNIVERSITY Athletics Department or to any UNIVERSITY address or budget.
- I. UNIVERSITY vehicles shall not be used for camp operations.
- J. The COACH must obtain a license to use UNIVERSITY logos, trademarks, and insignia on stationary, brochures, advertising and give-away items associated with the camp provided that a licensing fee is paid and that a licensing agreement is entered into between COACH and UNIVERSITY. COACH must obtain a license agreement separately from the NC State Trademark Licensing Director.
- K. The COACH may operate a camp store for the sale of licensed merchandise associated with the camp. All emblematic products sold must be licensed. COACH must either enter into a separate license agreement with UNIVERSITY for these products or must purchase these products from manufacturers licensed through the Licensing Resource Group. This license agreement with a corresponding license fee is separate and distinct from the one described in Section 2.J. above and may be obtained from the NC State Trademark Licensing Director. In addition, the COACH is responsible for obtaining all permits to sell such licensed merchandise and is responsible for all taxes on products sold, including but not limited to sales tax.
- L. The COACH will contract separately with the UNIVERSITY Residence Halls Office for the providing of housing facilities, if needed, for camp personnel and campers.
- M. Other than as provided in Paragraph 3, below, supervision in residence halls, when used, will be provided by and will be the responsibility of the COACH.
- N. The COACH will contract separately with an independent contractor or UNIVERSITY Dining Services for providing a food service to camp personnel and campers.
- O. The COACH shall have at least one (1) trainer, approved by the North Carolina State University Sports Medicine Staff, present for each camp session. The COACH shall be responsible for compensating the trainer.
- P. The COACH shall provide proper escort for campers while walking or riding from various points of the campus, including dining halls and dormitories. Any additional security or manning of control desks, not provided by the

UNIVERSITY in its normal housing or facility arrangements, must be provided and paid for by the COACH.

3. Obligations of the UNIVERSITY

- A. The UNIVERSITY shall provide FACILITIES for camp operations as specified in Paragraph 1. Any special equipment or set-up will be paid for by the COACH, and is in addition to the cost listed in Paragraph 4A below.
- B. The University, on a contractual basis, shall provide housing and meal service in the manner specified in Sub-paragraphs 2 (K) and 2(M) above.

4. General Provisions

- A. In consideration for the use of UNIVERSITY FACILITIES, specified in Paragraph 1 above, the COACH shall pay to the University the sum of \$3.00 per attendee, per day, such payment to be made payable to "North Carolina State University," and to be received by the UNIVERSITY no later than forty-five (45) days after the close of the last camp session. It is understood that this charge is a one-time charge covering the use of FACILITIES during the current term of the said camp and does not establish a precedent for charges to be made in subsequent years.
- B. It is understood that the UNIVERSITY will make every effort to accommodate all legitimate activities of the camp, and scheduling of camp sessions shall be accomplished in a manner calculated to enable the UNIVERSITY to accommodate the activities; however, educational programs such as 4-H, FFA, or other UNIVERSITY-sponsored programs will take priority over camp activities in cases of conflict over the FACILITIES.
- C. The term of this Contract shall be for one (1) year, beginning with the date of signing, subject to renegotiation and renewal annually in writing at the sole option and discretion of the UNIVERSITY; provided however, in the event the employment contract of COACH with UNIVERSITY is terminated by either party, this Contract shall terminate coincident with the date of termination of said employment contract.
- D. It is mutually agreed and understood that this Contract is performable in North Carolina, that all sums payable hereunder are payable in North Carolina, and that this Contract shall be construed under the laws of the State of North Carolina.
- E. UNIVERSITY and COACH agree that for purposes of this camp, there exists no employment relationship, partnership or joint venture between the parties. COACH is solely responsible for setting, charging, and collecting fees for the instruction and is solely responsible for the payment of all taxes due on any compensation received from the sports instruction.

- F. This Contract and its Attachments constitute the entire understanding between the parties with respect to the subject matter described herein and supersedes any and all prior understandings and agreements, oral and written relating to this subject matter. No modifications or amendments shall be made unless mutually agreed in writing between the parties.

- G. In the event that one or more camp sessions shall not be held upon the dates specified in Paragraph 1, or on some alternate dates mutually agreeable to the parties, by reason of war, insurrection, strikes, riots, destruction of facilities, act of God, or other force beyond the control of the contracting parties, then this Contract shall be mutually canceled and of no further force and effect, and neither party shall be liable to the other.

- H. The UNIVERSITY may terminate this agreement for cause at any time by 30 days notice in writing from the UNIVERSITY to COACH.

- I. This Contract is personal in nature and cannot be assigned without the prior written consent of the UNIVERSITY.

- J. **PERSONAL IDENTIFIERS:** If the UNIVERSITY provides the COACH with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, COACH hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from UNIVERSITY is necessary for the performance of COACH duties and responsibilities on behalf of the UNIVERSITY. COACH further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

In Testimony Whereof, the contracting parties have caused these presents to be executed by their duly authorized representatives in Raleigh, North Carolina, this ___ day of _____, 200__.

NC STATE UNIVERSITY
c/o Athletics Department

COACH

Recommended by:

Project Coordinator

Authorized by:

Date: _____
Director of Materials Management

Name: _____
Camp Name: _____
Date: _____

ATTACHMENT A

**RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT
(WAKE COUNTY, NORTH CAROLINA)**

In consideration for the Attendee being permitted to participate in the [insert camp or instruction] from [insert dates] (“Activity”), I do waive and release forever any and all rights for claims and damages I may have against North Carolina State University, its governing board, officers, agents, employees, and Coach _____, from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which Attendee may have or which may hereafter accrue to Attendee, arising out of or related to any loss, damage, or personal injury, that may be sustained by Attendee or by any property belonging to Attendee, whether caused by negligence or carelessness on the part of North Carolina State University, its officers, employees, agents, and Coach _____, or otherwise, while Attendee is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

I accept, understand, and assume that there is a risk of injury in this Activity, due to the physical nature of the Activity, including but not limited to falls, contact with other participants, and being injured by thrown or batted balls. Attendee agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

I understand that this Activity is neither administered nor sponsored by North Carolina State University and that Coach _____ is providing this instruction or camp outside the scope of his/her employment with the University. I agree to release, hold harmless, and indemnify North Carolina State University, its governing board, its officers, its employees, its agents, and Coach _____ from any and all claims and liability arising out of the Activity.

Printed Name of Attendee: _____

Signature of Attendee: _____

If Attendee is a minor under the age of eighteen, signature of Parent or Guardian is required:

Signature of Parent or Guardian: _____

Address & Telephone Number:

ATTACHMENT B

Date _____

**FINANCIAL REPORT
N.C. STATE SPORTS CAMP**

(Name of Coach)

Camp Name/Date _____

Number of Days _____

Daily Attendance _____

Due University (\$3.00 per camper, per day)

\$ _____

Extra Charges (Labor, Equipment, etc.)

\$ _____

Total Amount Due

\$ _____

Please make checks payable to: **North Carolina State University.**

Payment terms: **Net 45 days.** Thank you.