



SPORT CAMP and/or INSTRUCTIONAL CLINIC AGREEMENT

Sport Camp:	«Event_Name»	Session:	«Event_Dates»
Camp Director:	«Event_Director»	Telephone:	«Telephone»
Time:	«Event_Dates»	Fax:	«Fax»
Camp Location:	«Event_Dates»		

This SPORT CAMP and/or INSTRUCTIONAL CLINIC AGREEMENT is made and entered into on September 9, 2010, by and between George Mason University, Department of Intercollegiate Athletics, and «Event_Director», Director/Owner of the «Event_Name» for the purpose of expressly memorializing the intent, responsibilities and consideration of the parties with regard to utilization of the George Mason University Athletic areas (i.e., Recreational Sports Complex and surrounding areas, as well as the Physical Education Building and surrounding areas) for the purpose of conducting a Sports Camp and/or Instructional Clinic.

This contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Virginia. Oral modifications, additions, or supplementation to the Agreement shall have no effect and shall not bind the parties. The Agreement may be altered only by a later written agreement signed by both George Mason University, Department of Intercollegiate Athletics and «Event_Name».

To the extent permitted by the laws of the Commonwealth of Virginia, George Mason University shall be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. «Event_Director» agrees that he/she shall be responsible for the acts or omissions of his/her agents and employees causing injury to persons not a party to this Agreement. Nothing herein shall be deemed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

In accordance with this agreement both parties (George Mason University and «Event_Name») agree to the following stipulations:

OUTSIDE INCOME STATEMENTS

An *Outside Income Statement* must be completed, signed and returned to the George Mason University Director of Athletics no later than May 1, 2009.

SPORT CAMP and/or INSTRUCTIONAL CLINIC BROCHURE

All brochures used in association with the «Event_Name» must be completed, submitted and approved by the Mgr, RSC/Scheduling Coordinator and the Director of Compliance, prior to final printing. This is to ensure the brochure fully complies with all University and NCAA regulations.

RENTAL FEE

A charge of «Rental_Fee» of the gross registration total will be charged to «Event_Name» to cover both rental and support services associated with the «Event_Name». «Event_Name» also agrees to provide a complete registration list within five (5) working days at the conclusion of the «Event_Name» on «Event_Dates». Additional costs will be invoiced by the George Mason University Department of Intercollegiate Athletics within ten (10) working days of the conclusion of the «Event_Name».

University Policy prohibits mailing of camp materials through department mail service.

University Policy prohibits use of Copy machines for camp materials.

Upon conclusion of the camp, a *SPORT CAMP and/or INSTRUCTIONAL CLINIC INCOME REPORT* is to be sent to the office of the Mgr, RSC/Scheduling Coordinator within five (5) working days, **or a late charge of \$25.00 will be assessed, per day**, for each day the Income Report is not submitted.

The office of Intercollegiate Athletics will invoice the «Event_Name» with total amount due.

Upon receipt of invoice, checks should be made payable to **George Mason University**, and mailed/delivered, within five (5) working days after the receipt of the invoice, to the **George Mason University, 4400 University Drive, Attn Lee Ann Houston, MS 3A5, Fairfax, Virginia, 22030-4444**.

CAMP STORE (CONCESSION, SOUVENIRS, ETC.)

A charge of 12% of the gross income will be charged to «Event_Name» for all sales associated with the camp store. «Event_Name» will submit documentation to verify the sales of the camp store. **Contact George Mason University ICA at 993-3190 for proper procedures.**

TRAINING SERVICES

A Training Room Fee will be charged (See SUMMER CAMP TRAINING ROOM FEE SCHEDULE) per session and invoiced at the conclusion of the «Event_Name» for training room supplies used during the dates of «Event_Dates». All camps are required to have a Certified Athletic Trainer present. However, the camp director may hire an individual that is qualified in CPR and/or First Aid in lieu of a Certified Athletic Trainer. By doing so, the camp director understands that the individual is

not a certified athletic trainer and may only perform those duties of a qualified CPR/First Aid individual. All trainer services are to be handled by separate contract between «Event_Name» and the Certified Athletic Trainer.

FACILITY REQUESTS/REQUIREMENTS

Any facility requests/requirements for the «Event_Name», such as registration table, number of chairs required, lunch site and time should be submitted to Ryan Jones, Assistant Manager, RSC/Event Coordinator, one week prior to «Event_Name» on the *SPORTS CAMP and/or INSTRUCTIONAL CLINIC FACILITY REQUIREMENTS* form so that proper arrangements can be made.

EQUIPMENT

«Event_Name» must submit a request to the Equipment Room and sign for items used during the camp. Items not returned will be invoiced separately.

CAMP PERSONNEL

One week prior to camp, the Student-Athlete Approval Form MUST be submitted for approval to the Intercollegiate Athletic Events Office.

Camp Personnel includes, but is not limited to Counselors, Trainers, and Assistants. At the conclusion of the «Event_Name», it is required that the names of all camp personnel, their affiliation and any compensation received must be submitted on the *SPORT CAMP and/or INSTRUCTIONAL CLINIC COUNSELORS* form.

Camp Personnel are responsible for all set-up and takedown of equipment used during the «Event_Name». They are also responsible for the general conduct of all staff and camp participants, as well as the general maintenance of the «Event_Location» area(s) daily.

GEORGE MASON UNIVERSITY EMPLOYEES

Administrative Faculty and Classified Staff, who are currently employed by George Mason University, must complete the appropriate University LEAVE FORM between the dates of «Event_Dates». Wage (hourly) staff **cannot** claim hours during camp.

INSURANCE

George Mason University will maintain liability, property, and workers' compensation insurance as prescribed by the Commonwealth of Virginia. To the extent permitted by the laws of the State of Virginia, George Mason University will be responsible for the negligent acts and omissions of its agents and employees. A *Certificate of Insurance* will be provided upon request. Any claims will be interpreted and settled under the laws of Virginia.

All organizations will indemnify and hold harmless George Mason University, the Commonwealth of Virginia, and their employees from any personal or property losses or injuries occurring as a result of the organization's negligent acts or omissions during the course of this contract. The organization agrees to reimburse George Mason University for any property damage caused by the organization's event or persons associated with its activities. The repairs or replacements shall be within a reasonable time and to the satisfaction of the University. Further, the organization agrees that it shall be responsible for the negligent acts or omissions of its agents and employees causing injury to third persons not a party to this agreement. To ensure the ability to satisfy any claims, the organization will maintain at least **\$500,000 general liability** insurance per incident, with a **\$2,000,000 aggregate**. The insurer will be licensed to conduct business in Virginia. George Mason University and the Commonwealth of Virginia will be named as Additional Insured. Further, the organization will maintain workers' compensation insurance, professional liability insurance, and vehicle liability insurance as appropriate and in accordance with the Code of Virginia. In the event of a claim, the organization agrees to actively participate in the defense. *Certificates of Insurance will be provided to the University one-week prior to use of the facility.*

PARKING

Parking arrangements for all participants and staff of the «Event_Name» is the sole responsibility of the «Event_Name». **Contact Linda Green of Parking Services at 993-2065 for proper procedures.** Any and all citations issued by Parking Services to participants or staff of the «Event_Name» during the dates of «Event_Dates» are the sole responsibility of the individual in receipt of the citation. The George Mason University Department of Intercollegiate Athletics will NOT intercede on behalf of any individual in receipt of such a citation.

HOUSING

Housing arrangements for all participants and staff of the «Event_Name» is the sole responsibility of the «Event_Name». **Contact Campus Living at 993-2720 for proper procedures.**

GENERAL INFORMATION

Nothing in this agreement shall establish an agency relationship between the «Event_Name» and George Mason University. The University does not sponsor, endorse, or make any express or implied warranties for the «Event_Name».

All laws and regulations of the Commonwealth of Virginia will govern this agreement.

Seen, Agreed, and Accepted for «Event_Name»

By: _____
«Event_Director», Director of «Event_Name» Date

*Seen, Agreed, and Accepted for **George Mason University***

By: _____
Charles McDade, Senior Associate Athletic Director for Operations, Facilities and Administration Date