

## ADDENDUM FOR EVENTS INVOLVING MINORS

The following terms and conditions, as applicable, shall supplement certain other terms and conditions to the Facility Use Agreement between University and User in accordance with [University Policy AA3026 Participation of Minors in On-Campus Programs](#). The terms of this Addendum are incorporated thereunto by reference and made an integral part thereof. The terms and conditions of this Addendum shall control in the event same conflict with any term or condition of the above-referenced Agreement.

User has indicated that this event will involve participation and/or overnight stay in University facilities by minors. To ensure the safety and well-being of minors on University's campus, events involving minors are required to be [registered with the Minors on Campus Review Board](#) and require certain additional protections as proscribed below. For purposes of this Addendum, User also includes any and all employees, contractors and volunteers participating in the event on the behalf of the User as described in the Facility Use Agreement.

- A. ***Criminal Background Checks.*** User certifies that it has performed satisfactory criminal background and sex offender registry checks on all of its employees, contractors, and volunteers participating in the event.

Criminal background checks should be done through a qualified background check vendor, according to reasonable industry standards, and include searches for criminal convictions (federal and in all states and counties in which the individual has lived), searches against the national and state sex offender registries, and, if the individual's responsibilities include transporting minors, a mandatory driver's license check. Background and driver's license checks should look back at least five years, or since the individual reached the age of 18, whichever is shorter.

By signing this Agreement and Addendum, User certifies that all individuals affiliated with the event have been subject to a criminal background check and a sex offender registry check within the previous twelve (12) months and are eligible to participate.

- B. ***Mandatory Reporting.*** User certifies that all of its employees, contractors, and volunteers participating in this event will comply with University requirements pertaining to minors on campus, including mandatory reporting requirements and User acknowledges its duty to comply with State of Tennessee mandatory reporting requirements regarding reporting abuse and/or neglect of children.
- C. ***Supervision.*** All Programs involving Minors must be supervised according to the appropriate supervision ratio proscribed by the University. Unless expressly authorized by the University, or unless interaction involves the provision of health care or counseling services by a licensed provider, User event participants will not be alone with a single Minor. If one-on-one interaction is absolutely required, User event participants shall meet in open, well-illuminated spaces or rooms with windows observable by other adults.
- D. ***Overnight Programs.*** For overnight Programs housed in University Facilities, User event participants must reside in the same housing building. Additionally, a User event participant must be "on duty" during overnight hours to respond to any circumstances where a Minor requires assistance. For purposes of this policy "on duty" means actively monitoring the location where Minors are housed including overnight hours. Separate sleeping accommodations are required for User event participants and Minors, unless the

User event participant is a parent, guardian, or sibling of the Minor. Signed written permission from a parent or guardian is required for a Minor to stay overnight in University Facilities. All guests and visitors of Minors staying in University housing are restricted to building lobby and lounge areas and only during the hours specified by the University.

- E. **Insurance.** User shall obtain and keep in force, at its sole cost and expense, general liability insurance, from an approved insurance company authorized to do business in the State of Tennessee, naming the University of Memphis, its Board of Trustees and its officers, trustees, agents and employees as Additional Insureds for the period of time included from the commencement date of the event through the end of the final day of the event. Such policy shall insure the parties against liability for bodily injury and personal injury and against liability for property damage, including liability for damage to property of the University, in amounts of at least One Million Dollars (\$1,000,000) single limit for any one occurrence. The insurance shall also include coverage for sexual misconduct in the amount of at least One Million Dollars (\$1,000,000) combined single limit for any one occurrence/Two Million Dollars (\$2,000,000) aggregate.
  
- F. **Compliance.** User certifies compliance with all relevant institutional policies, including requirements for program registration, background checks, training, insurance, parking access, and facilities use. To ensure compliance with this agreement, User acknowledges that University may monitor the event as University sees fit.

By signing this Addendum User certifies that the use of facilities will be in compliance with all University policies and procedures and applicable state law.

**User**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**University Approval**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_