

## Camp Contract and Permission to Use University Facilities

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Seton Hall University (hereinafter referred to as “University”), a non-profit educational corporation located at 400 South Orange Avenue, South Orange, New Jersey 07079 and \_\_\_\_\_ (hereinafter referred to as “Coach”), residing at \_\_\_\_\_,

WHEREAS Coach is desirous of conducting a camp for children; and

WHEREAS the University is willing to make its facilities available, on an appropriate basis, for the training, educational instruction and recreation of children in athletic sports and academic programs;

NOW THEREFORE, in consideration of the mutual benefits and responsibilities set forth below, the parties agree as follows:

1. **Seton Hall University Policy on Sports Camps** - Coach has read, understands and agrees to abide by the Seton Hall University Policy on Sports Camps (“University Camp Policy”), a copy of which is attached to this Contract as Exhibit A and incorporated and made a part of this Contract. In case of a conflict between this Contract and the Policy, the Policy shall take precedence.

2. **Camp Program** - Coach shall program, manage, supervise and operate a camp program for \_\_\_\_\_ (sport/name or type of program) for children between the ages of \_\_\_\_\_ and \_\_\_\_\_. The camp sessions shall be as follows: \_\_\_\_\_.

3. **Permission to Use Facilities** - Subject to this Contract and the University Camp Policy, the University grants Coach permission to use, and Coach accepts from the University, permission to use the following University facilities and equipment during the camp sessions set forth above for the sole purpose of operating the camp program: \_\_\_\_\_. While using the licensed facilities and equipment, Coach agrees to comply with all applicable laws, regulations and University policies and procedures. Coach agrees to take good care of the facilities and equipment and maintain them in as good condition as they were prior to Coach’s use.

#### 4. **Insurance**

a. Coach shall be responsible for obtaining insurance, including but not limited to:

1) Comprehensive general liability covering bodily injury and property damage liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;

2) Workers compensation;

3) Employer’s liability in an amount not less than One Million Dollars (\$1,000,000);

4) Athletic participant accident insurance coverage in an amount not less than Ten Thousand dollars (\$10,000) per participant;

5) Sexual abuse/molestation insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence and a retention of not greater than Twenty Five Thousand Dollars (\$25,000).

b. The insurance shall be issued by insurers licensed to do business in New Jersey and having a rating of at least "A" VI by A.M. Bests or an equivalent rating entity acceptable to the University and shall be written on an occurrence basis, except where otherwise agreed to by the University.

c. The University shall be named as an additional named insured under the camp's insurance policies and the insurance coverage provided to the University as an additional named insured shall be primary and non-contributory.

d. Coach shall provide a copy of the certificate of insurance to the Athletics Director and Human Resources no later than one week prior to the start of the camp. If the insurance is canceled for any reason, Coach shall immediately notify the Athletics Director and Human Resources and the University reserves the right to terminate this Contract in that event.

e. The University may, at any time and in its discretion, amend the types and/or amount of coverages required.

5. **Fee** - In consideration for the use of University facilities and other services, Coach shall pay to the University a usage fee of \$ \_\_\_\_\_, based on the current fee schedule available from the Senior Associate Athletics Director for Internal Operations, which is to be paid no later than ten (10) days after receipt of an invoice from the University following the close of the last camp session. For University Coaches, the fee will be treated as imputed, taxable income if not timely remitted to the University as required hereunder. For those camps operated by non-University employees, the fee shall be paid in advance, as determined by the University. It is understood that this charge is for the current term of the camp only and may change in future years.

6. **Indemnification** - Coach and his/her corporation shall defend, indemnify and hold harmless Seton Hall and its regents, trustees, officers and employees from and against any and all claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of or in connection with the camp and/or camp activities.

## 7. **Compliance**

a. Coach shall operate the camp in compliance with the governing rules of the NCAA, all University policies and procedures and all state and federal regulations and laws.

b. Coach shall not discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression or membership in any other group protected by state or federal law.

8. **Release** - All attendees at Coach's camp shall execute the attached Release (Exhibit B).

9. **Suspension/Termination**

a. The University reserves the right to suspend or terminate a Coach's operation of a camp in future years should Coach fail to pay the University the camp fee by the due date. The University reserves the right to terminate a Coach's operation of a sports camps in future years should Coach otherwise breach any material term of this Camp Contract or the University Camp Policy.

b. If the employment contract of Coach with University is terminated by either party or expires, this Contract shall automatically terminate coincident with the date of notice of termination of said employment contract.

10. **Dispute Resolution**

a. In order to arrive at the prompt and equitable settlement of all controversies or claims between the parties, the parties agree to negotiate their differences directly and in good faith for a period of twenty one (21) days after receiving written notification of the existence of a dispute. Written notification shall be given within a reasonable time after the existence of a dispute is known.

b. If the dispute is not resolved within twenty one (21) days after written notification of the existence of a dispute, the parties agree to submit their dispute, within forty five (45) days after written notification of the existence of a dispute, to an experienced mediator who is a licensed attorney to work with them to resolve their differences utilizing non-binding mediation. Mediation will occur in Essex County, New Jersey. Each party shall bear its own costs and expenses, including legal fees, in connection with the mediation and the costs and expenses of the mediator shall be borne equally between the parties.

c. If, after non-binding mediation occurs, the dispute is not resolved, the parties agree to submit their dispute to binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The request for arbitration shall be filed in writing with the other party and with the American Arbitration Association within thirty (30) days after the conclusion of non-binding mediation. In no event shall the request for arbitration be filed any later than two (2) years after the accrual of the cause of action. The parties agree that the arbitration shall be held in Essex County, New Jersey and that the arbitrator shall render his/her decision in conformance with the laws of the State of New Jersey. Each party shall bear its own costs and expenses, including legal fees, in connection with the arbitration and the costs and expenses of the arbitrator shall be borne equally between the parties.

11. **Entire Agreement** – Subject to any individual employment contract, this Contract constitutes the entire agreement between the parties and there are no oral or other representations regarding the subject of this Contract that are binding on either party. Except for any individual employment contract, this Contract supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of this Contract. All changes to this Contract must be in writing, signed by both parties.

12. **Force Majeure** - In the event that one or more camp sessions shall not be held on the dates specified herein, or on some alternate dates mutually agreed upon by 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 cancelled and of no further force and effect and neither party shall be liable to the other.

13. **No Assignment** - This Contract is personal in nature and cannot be assigned without the prior written consent of the University.

14. **Term** - The term of this Contract shall be from \_\_\_\_\_ until December 30, 202\_\_.

**SETON HALL UNIVERSITY**

**COACH**

By: \_\_\_\_\_  
Bryan J. Felt  
Director of Athletics  
and Recreational Services

By: \_\_\_\_\_

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

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

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

Or

By: \_\_\_\_\_  
James Semerad  
Senior Associate Athletics Director for  
Internal Operations

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