



Conference Services  
Office of Cultural and Community Affairs  
13/15 University Avenue  
West Chester University  
West Chester, PA 19382

610-436-6931  
Fax: 610-738-0466

**FACILITIES USE AGREEMENT**

Contract No. 24058

This agreement is made between West Chester University of Pennsylvania of the State System of Higher Education (hereinafter University), an institution of higher education and government instrumentality existing pursuant to Act 1982-188, 24 P.S. § 20-2001-A, et seq., located at West Chester, Pennsylvania and Pennscypaa XXXI (circle one) Individual Person, Corporation, Partnership, Unincorporated Association Other (Specify) \_\_\_\_\_ (hereinafter User), located at \_\_\_\_\_ for the period July 12-14, 2019

The University and the User, intending to be mutually bound by this contract, agree that the University will provide the services and/or use of facilities described in the riders, attached hereto and incorporated herein as follows:

Rider A.	Terms and Conditions	<u>12</u> pages
Rider B.	Required Clause	<u>1</u> page
Rider C.	Required Clause	<u>1</u> page
Rider D.	Required Clause	<u>2</u> pages

The User agrees to comply with all terms and conditions of the above-mentioned riders.

**SIGNED FOR THE USER**

By: \_\_\_\_\_  
(date)  
\_\_\_\_\_  
Name and Title (Printed)  
\_\_\_\_\_  
Telephone No.

**SIGNED FOR THE UNIVERSITY**

\_\_\_\_\_  
(date)  
\_\_\_\_\_  
Director  
Cultural and Community Affairs  
Name and Title (Printed)

If the User is an unincorporated association, then provide the name, address and telephone number of the User's president or highest executive officer.

\_\_\_\_\_  
Name (printed) Telephone No. \_\_\_\_\_  
\_\_\_\_\_  
Address (Street / City / State / Zip Code)

RIDER A

1. Facility Use (Place N/A in any space which is inapplicable to this agreement)

1.1 Name and location of facility\* (include floor, room number, etc.):

Earl E. Sykes Student Union, Ballroom and Room 115, located at 110 W. Rosedale Ave., West Chester, PA 19383, Brandywine Rooms 4, 31 and 33, located at 709 S. New St., West Chester, PA 19383 and University Student Housing

\*The University reserves the right to make changes in facility assignments to accommodate enrollment changes within individual workshops and events or if necessary to satisfy University requirements.

1.2 Purpose for which facility is to be used: Conference

1.3 Date(s) of use: July 12-14, 2019

1.4 Facility (or Facilities) to be opened as follows with activity as indicated:

Sykes Student Union – TBD  
Brandywine Classrooms – 24 hours

1.5 Anticipated Total Number of Participants: 300

1.6 Facilities: (Complete the name of the facility)

Description				
Room Rental	Price per day	# of days	Total Costs	Notes
<b>Friday - July 12</b>				
Brandywine 33	\$121.00	3	\$363.00	Available 24 hours
Brandywine 4	\$128.00	3	\$384.00	TBD
Brandywine 31	\$98.00	3	\$294.00	Available 24 hours
Sykes 115	\$102.00	2	\$204.00	Saturday and Sunday, Archives
Sykes Ballroom	\$583.00	3	\$1,749.00	
Asplundh Hall	\$1,540.00	2	\$3,080.00	4 hours on Friday and Saturday
<b>Total Rental Space</b>			<b>\$6,074.00</b>	
<b>Miscellaneous</b>				
Custodial - Asplundh	\$208.00	2	\$416.00	2 people, 2 days @ 4 hours
Custodial - Sykes - Friday	\$104.00	1	\$104.00	
Custodial - Sykes - Saturday	\$312.00	1	\$312.00	
TA - Asplundh	\$60.00	2	\$120.00	4 hours, Friday and Saturday
Ushers - Asplundh	\$192.00	2	\$384.00	4 hours, Friday and Saturday


Sykes After Hours Fee	\$120.00	3	\$360.00	
<b>Total Miscellaneous</b>			<b>\$1,696.00</b>	
<b>Housing</b>				
Double Rooms	\$60.00	125	\$7,500.00	Two nights @ \$30
Single Rooms	\$80.00	50	\$4,000.00	Two nights @ \$40
Linens	\$15.00		TBD	
<b>Total Housing Costs</b>			<b>\$11,500.00</b>	
<b>Admin Fee</b>			<b>\$738.15</b>	
<b>Total Estimated Costs*</b>			<b>\$20,008.15</b>	

\* The dollar figure provided above is only an estimate. Any additional services required will result in additional costs.

- 1.7 In addition to these fees, User shall be billed for all overtime and support personnel supplied by the University (e.g. law enforcement, lifeguards, custodians, stage technicians, etc.).
- 1.8 Residence Hall staff will make all room assignments unless other arrangements are confirmed at the pre-planning meeting. Additionally, User will be charged **\$10/lost Ram-E card. Ram-E cards will be used for both residential hall access and for meals.** Any Ram-E card(s) not returned at checkout will be considered lost and the User will be charged for its replacement.
- 1.9 The User must submit documentation of 501C3 certificate status and provide a sales tax exemption certificate when this contract is signed and returned to the University. Failure to submit these documents could result in additional fees.
- 1.10 The User shall, by signing this agreement, accept responsibility for additional charges which are payable immediately upon demand in accordance with University rules, rates and regulations for all additional goods and services provided. This includes, but is not limited to repairs or replacement of damaged, defaced or stolen University property and equipment, extraordinary cleaning or logistics services, or the need for extraordinary intervention of University personnel (police, security), any of which are necessitated by inadequate supervision or improper conduct of User and/or its program participants. Extraordinary, for the purposes of this agreement, shall mean going beyond what is usual, regular, customary, or specified herein and shall be applied at the sole discretion of the University.
- 1.11 The User is contracted for 350 total room nights. The User may reduce this number up until 30 days before the event. **Within 30 days of the event, the USER will be responsible for 80% of the total guaranteed number. If the final number is less than 80% of what was guaranteed, one night's rooming fee will be charged.**



Final Housing Rosters should be submitted to the Office of Conference Services no later than 2 weeks prior to the event. No shows will be billed for the first night's lodging.

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- 1.12 **PLEASE NOTE:** Events using the University's Catering and/or Dining Services must notify the Director of Conference Services regarding participant enrollment numbers, **at least two weeks prior to the beginning of the program. This participant number shall be the minimum guaranteed count for billing purposes.**

Unless University receives, at least two-week notice prior to the beginning of the program, written notification that the requested reserved rental space is to be decreased, the User shall be billed for all of the reserved space, whether or not it is used.

- 1.13 University has a full executed contract with ARAMARK Educational Services, Inc. for ARAMARK to prepare and serve food in all University designated dining facilities. ARAMARK shall also be responsible for the preparation and delivery of food items as ordered to all other University facilities throughout campus and as designated by the University. ARMARK should have first right of refusal for all catered affairs.
- 1.14 **Alcoholic beverages are not permitted on campus without the prior written approval of the President of West Chester University.**
- 1.15 All Users must adhere to all fire and safety codes and regulations. If a safety issue is discovered, all activity will immediately cease until all violations are corrected.
- 1.16 West Chester University strongly recommends that valuable personal items not be brought to the campus for the activities listed herewithin. The University hereby disclaims any liability or responsibility in the event a personal item is lost, stolen or damaged. Campus guests participating in these activities hereby waive, release and acquit the University from any liability, claim or responsibility of whatever nature arising out of the loss of or damage to any personal property.
- 1.17 Light and switch panels, staging, electrical, electronic and public address systems shall not be operated without the prior written approval of the Director of Venue Management or designee.
- 1.18 Utilities installations, connections, extensions or adaptations shall not be made without the prior written approval of the Director of Facilities or designee.
- 1.19 Only those facilities specified for use in this agreement shall be used.

**1.20 Special Restrictions (if any):**

- a. All space contracted for are "as is" unless otherwise requested.*
- b. All space(s) will be left in the same condition and set-up as when User arrived or a clean-up or a reset fee may be charged.*

2. Provision of Services. The University shall provide the services described below:

2.1 University facilities, when rented by organizations external to the University (i.e., non-University personnel and/or agencies) shall be assigned a facility supervisor(s) for any of the following conditions:

- To represent the University in a manner fitting to the organization and the purpose for which the organization is using the facility;
- To answer specific questions relating to the facility's use;
- To act in the appropriate manner in the event of an emergency, power failure and/or equipment breakdown;
- To serve as a technician or "expert" when special equipment, or a specialized facility is being used;
- To restrict the use of the facility only to those permitted by the outside organization;
- To restrict the organization to using the facility for the specific purposes as authorized under this Agreement.

The cost for the facility supervisor(s) shall be added to the contract. The complexity of the event and/or facilities shall determine the level of supervision.

2.2 The University administrative fee shall be added to each Facilities Use Agreement. The fee is 10% of the **Total Amount** (including 10% for any dollar amounts that have been waived). A pro-rated sliding scale administrative fee is in effect for contracts totaling over \$15,000. A minimum fee of \$75.00 will be charged.

2.3 The University shall maintain the operation keys and/or security systems.

3. General

3.1 **A \$10,000 deposit representing approximately 50% of the total estimated fees must be paid by January 1, 2019.** This deposit shall be applied to the final bill.

3.2 If all charges are not paid within thirty (30) days of the date of the final invoice, the User shall pay the University, upon demand, interest on the amount of the overdue charge at the highest legal rate permissible, but in no event more than 1.5% interest per month from the date the charge became due.

3.3 The University may, without limitation on other uses, invoice the User if the facility is damaged or not returned in its original condition, ordinary wear and tear excepted. When janitorial service is not provided by this contract the University may, without limitation on other uses, invoice the User for janitorial services required by the User's failure to

comply with this provision, and the User shall, promptly upon notice, pay the University for any janitorial services or damages. The University may, without limitation on other uses, invoice the User for the cost of rekeying doors if keys are not returned. The University requires that all keys be returned to the University within 24 hours of User's completion of user of the facility, unless a longer period of time is authorized, in writing, by the University.

- 3.4 The User shall submit to the Office of Conference Services a finalized agenda of activities no less than 2 weeks prior to the scheduled start date of the event.
- 3.5 Insurance. The User shall purchase and maintain, at its expense, the following types of insurance issued by companies deemed to be financially sound by the University.
- A. Workers' Compensation Insurance sufficient to cover all employees of the organization.
  - B. Comprehensive Commercial General Liability insurance, property damage insurance, and automobile liability insurance in such amounts as the University shall deem sufficient but no less than \$1,000,000 each occurrence for bodily injury and property damage, and property damage and \$2,000,000 general aggregate. Policy/ies shall be on an occurrence basis only.
  - C. If the User hosts Vendors, the Vendor must have Comprehensive Commercial General Liability Insurance in such amounts as the University shall deem sufficient but no less than \$1,000,000 and \$2,000,000 general aggregate. Policy/ies shall be on an occurrence basis only.

Such policies shall name the University as an additional insured. In advance of the start date of the program, listed on Page 1 of Rider A, the User must provide the University current certificate(s) of insurance. These certificates shall contain a provision that coverage afforded under the policy/ies shall not be cancelled, terminated, discontinued or modified until at least 30 days' prior written notice has been given the University. Failure to produce the required insurance certificate(s) is grounds for the University to unilaterally terminate this facility use agreement Initial Here [REDACTED]

- 3.6 Hold Harmless. The User shall be responsible for and agrees to indemnify and hold harmless the University from damages to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits and actions by any party against the University in connection with the work performed by the User.

*The following statement is to be included in contracts with any third party operations of camps and conferences.*

(User) agrees to defend, hold harmless and indemnify West Chester University of Pennsylvania for and from any judgments, suits of law or equity or any damages which



may be proximately caused by the actions and/or omissions of (User) in the execution of its rights and duties under the terms and conditions of this agreement.

- 3.7 User agrees that neither the University nor any organization affiliated with the University, nor any of the University's officers, agents, or employees (collectively the University), are responsible for the loss or damage to users' personal property by fire, theft, vandalism, or other hazard without regard to whether it is alleged or true that the loss is due to University's neglect of any duty or willful or intentional action. Further, User agrees to indemnify, defend and hold harmless the University and its officers, agents and employees from all liability and/or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injury or due to instances of or damage to personal property, arising from or related to the use of the facilities provided in this agreement, or attendant to or related to such use. The User's hold harmless obligation under this agreement includes an obligation to defend, indemnify and hold harmless the University from all such liability regardless of whether it is alleged or true that the liability is due to neglect of duty by the University, or even if it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the officers, agents and employees of the University.
- 3.8 This contract contains the entire contract between the University and the User, and supersedes all prior oral or written contracts.
- 3.9 License Only. The University grants the User a personal nontransferable, revocable license only. No leasehold interest for the use of facilities is created under this contract.
- 3.10 Termination. The license granted for the use of facilities under this contract and/or the University's obligation to provide services may be terminated by the University upon written notice to User if the User defaults in the payment of any amount due, or if the User otherwise violates the terms of this contract. The User's obligation to pay charges, which are due prior to the termination of this contract and any damages arising from the breach of this contract by the User, will survive the termination of the contract. This provision is in addition to and not in limitation of any other remedy the University may have for breach of this contract.
- 3.11 Limitation of Liability. In providing the User with services or the use of facilities, the University is not accepting any responsibility for their utilization or for any decisions of the User, which may be made in connection with them. The User agrees that the liability of the University under this contract for damages, regardless of the form of action, shall not exceed the total amount to be paid by the User under this contract. In no event will the University be responsible for any consequential damages incurred by the User with respect to this contract, or any matter pertaining thereto, even if the University has been advised of the possibility of such damages. The University and the user acknowledge that the University and the User are independent contractors in regard to this contract and the University is not the User's agent for any purpose whatsoever, nor is User the University's agent for any purpose. Neither party will have the authority to enter into any contract or assume any obligation for the other, and nothing herein will be construed to establish any

partnership, joint venture or principal-agent relationship between the University and the User.

### 3.12

- A. **University Cancellation.** The University may cancel this contract for cause via written notice. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service by First Class Mail, postage prepaid. The University reserves the right to cancel this event without the 30 days' written notice if the organization misrepresents the purpose of the event, or when it is deemed necessary due to weather conditions, frequency of use, emergency or the use of the facility may cause damage to the facility, individuals or both.
- B. **User Cancellation.**
1. 180 days or more prior to the first day of the event as specified on the first page of the Facilities Use Agreement, a refund of the deposit will be made less ten percent of the total estimated fees for the event, which will not exceed the deposit amount, plus any direct costs incurred by the University in preparation for the event.
  2. 31-179 days prior to the first day of the event as specified on the first page of the Facilities Use Agreement, a refund of the deposit will be made less 25 percent of the total estimated fees for the event, which will not exceed the deposit amount, plus any direct costs incurred by the University in preparation for the event.
  3. 1-30 days prior to the first day of the event as specified on the first page of the Facilities Use Agreement, a refund of the deposit will be made less 50 percent of the total estimated fees for the event, plus any direct costs incurred by the University in preparation for the event.
  4. Users canceling on the day of the event will be subject to 100 percent forfeiture of all deposit monies paid and any costs incurred.
  5. For events that span multiple dates, dates cancelled after the first day of the event date with less than 30 days notice will be subject to a 50% cancellation fee for that specific date.

In the event the deposit is not sufficient to cover the cancellation fees as referenced about in items 3 and 4, the University shall invoice the User in an amount equal to the difference between the deposit monies and the cancellation fees. Such difference shall be paid to the University within ten days of the date of cancellation.

- 3.13 In case of damage or destruction of the property of the University due to conduct, whether intentional or unintentional, by User or User's program participants and not due to ordinary wear and tear, the User shall be responsible for the cost of replacing the property destroyed or, at the University's option, for the cost of restoring the property to its original condition.

- 3.14 The University shall issue a Temporary Issue Receipt/Loan Agreement for any property (as listed under 1.6 Facilities) that the University shall make available for use by User.

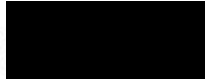


The User is responsible for safeguarding all property made available for use. The User shall be responsible for the replacement cost of any University property (as listed under 1.6 Facilities) that is not returned, or that is not returned in like condition (ordinary wear and tear excluded). The User shall obtain University signature at the end of the rental/loan period on the Temporary Issue Receipt/Loan Agreement acknowledging University receipt of all property loaned to User. Failure to obtain University signature shall result in User being liable for the replacement value of specified property if the University is unable to locate such property on site at the end of the rental/ loan period.

- 3.15 User agrees that no activity shall be conducted on the University's premises in violation of any applicable law or in violation of any University regulation, or reasonable direction that may be issued from time to time by University administration. The University must approve, prior to distribution, advertising on the University's premises. All advertising for external group events must contain the statement "This is not a West Chester University-affiliated event."
- 3.16 The University or its designee reserves the exclusive right to operate all concessions for the sale of refreshments and parking, and generally for the sale of all goods and services on University premises. The User may not engage in such activities unless there are explicit provisions in this contract granting permission to the User. Parking by User and User's participants shall be in accordance with University regulations.
- 3.17 The User agrees not to modify or deface the facilities of the University in any way, and understands that this provision includes a requirement that the University's permission must be granted specifically for any decorations placed on or about University facilities by the User.
- 3.18 The User may not sell tickets for any attraction on University premises in excess of number of seats available for any presentation that may be described in this contract, this number to be determined by the University in writing in consultation with the User. In no event will stairs, aisles, halls and foyers be obstructed.
- 3.19 Cameras, sound recorders, and broadcasting equipment may only be used in University facilities by the User with the written permission of a University official, which shall be evidenced by initials of the proper University official in Paragraph 3.23, in which case conflicting provisions herein become void. Printed programs issued by the User shall include the statement "The use of cameras, sound recorders and broadcasting equipment, is prohibited in the University's facilities."
- 3.20 The University accepts no responsibility whatsoever for any property brought onto University premises, and the University is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by the User in connection with the performance of this contract.
- 3.21 University reserves the right to eject any objectionable person or persons from University premises at all times, including periods when services or facilities are being provided to the User pursuant to this contract.

- 3.22 The University shall have no liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a room, building or buildings due to construction or maintenance problems, acts of God and the like. In the event of the loss of the use of a room, building or buildings, the University reserves the right to designate the use of another location to User. The University shall make its' best effort to accommodate the needs of the User.
- 3.22 The User may not assign this agreement without the written permission of the University. No change shall be made in any of the terms or provisions of this agreement, nor shall any of them be waived without the prior written consent of both parties. This agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 3.23 \_\_\_\_\_ If the space to the left is initialed by the person signing this contract for the University, permission is granted for the use of the following types of (circle those applicable) cameras, sound recorders, broadcasting equipment. Describe type of equipment and any limitations which are to be applicable: \_\_\_\_\_  
\_\_\_\_\_
- 3.24 The Annual Campus and Security Report includes statistics for the previous three years concerning reported crimes that occurred on-campus; in certain buildings or property owned or controlled by West Chester University; and on public property within the campus. The report also includes institutional policies concerning campus security. You can obtain a copy of this report by contacting Public Safety at 610-436-3478 or by accessing the following website: <http://www.wcupa.edu/dps/pdf/clery.pdf>

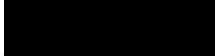
#### 4. PROGRAMS INVOLVING MINORS (ONLY IF APPLICABLE)

- 4.1 Additional Insurance Requirements. If the User hosts children age 18 years or younger on campus, the User must provide separate Abuse and Molestation Insurance in the amount of \$1,000,000 each occurrence and \$1,000,000 general aggregate, unless this coverage is specifically included in the comprehensive commercial general liability insurance policy. Evidence of specific inclusion shall be required. If coverage for abuse and molestation is not specifically included in the commercial general liability coverage, a separate policy or rider shall be required as evidence of said insurance. Policy/ies shall be on an occurrence basis only. Initial here 
- 4.2 Criminal Record Checks and Child Abuse clearances. When programs are serving children ages 18 years of age or younger, the User shall provide certification (Rider C) as evidence that **all** adult employees and adult volunteers of the User who have direct programmatic interaction with minors during the program shall have satisfactorily completed the following: a Federal Criminal History Record Information Check, a Pennsylvania State Criminal History Record (Act 34) and a PA Department of Public Welfare Child Abuse History Clearance Check (Act 151).

**Volunteers** are exempt from the federal criminal history record information check (not the other two checks) if:

1. The position is unpaid
2. The volunteer has been a resident of PA during the entire previous 10-year period
3. The volunteer swears or affirms in writing they are not disqualified from service nor have been convicted of an offense listed below in any state, territory or possession of the United States.
  - a. criminal homicide
  - b. aggravated assault
  - c. stalking
  - d. kidnapping
  - e. unlawful restraint
  - f. rape
  - g. statutory sexual assault
  - h. involuntary deviate sexual intercourse
  - i. sexual assault
  - j. aggravated indecent assault
  - k. indecent assault
  - l. indecent exposure
  - m. incest
  - n. concealing death of child
  - o. endangering welfare of children
  - p. dealing in infant children
  - q. A felony offense relating to prostitution
  - r. obscene and other sexual materials and performances
  - s. corruption of minors
  - t. sexual abuse of children
  - u. attempt, solicitation or conspiracy to commit any of the above.

Certification of completed checks shall be returned to the Office of Conference Services no later than 30 days prior to the start date listed within this facility use agreement. Failure to produce the required certificate is grounds for the University to unilaterally terminate the facility use agreement.

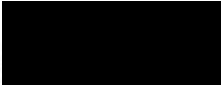
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4.3 Training. When programs are serving children ages 18 years of age or younger, the User shall provide certification (Rider C) as evidence that the User has completed the necessary training.

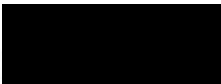
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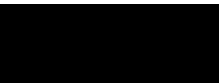
4.4 Authorized Adults or Program Staff Code of Conduct. When programs are serving children ages 18 years of age or younger, the User shall provide certification (Rider D) as evidence that the User has read the Authorized Adults or Program Staff Code of Conduct. Violations of any of code should be reported immediately to the University liaison.

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4.5 Program Registration. When programs are serving children ages 18 years of age or younger, the User shall complete a program registration within 30 days of the program date. This form will be provided by the University.

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4.6 Supervision Ratio. The Department of Public Welfare recommends that the supervision ratio for young school age children be 1 adult for every 12 children. For older school age children, the recommended supervision ratio is 1 adult for every 15 children. When children are of mixed ages, the age of the youngest group of the child determines the expected supervision ratio.

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**RIDER B**  
**REQUIRED CLAUSE**

Throughout this rider, Contractor shall mean User, and Commonwealth shall mean the Commonwealth of Pennsylvania and the University.

**DONATION OF EXCESS PREPARED FOOD PROVISION**

This paragraph is required by Commonwealth Management Directive 215.13 as may be most recently amended. The following is derived from MD 215.13, dated June 21, 1994.

The contractor agrees to make a good faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed at the Commonwealth function. A good faith effort includes, but is not limited to contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. Contractor is hereby put on notice that liability will not attach if the contractor complies with 42 Ps C.S. §8338.

**AMERICANS WITH DISABILITIES ACT**

This paragraph is required by Commonwealth Management Directive 215.12 as may be most recently amended. The following is derived from MD 215.12 Amended, dated February 3, 1993.

Pursuant to Federal Regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the State System of Higher Education through contracts with outside contractors.

The Contractor shall pay any and all necessary expenses to provide necessary accommodation to Contractor employees, agents, contractors, suppliers, subcontractors, guests or participants in Contractor's activities on or within University premises. Contractor further agrees that in advertising the event it will include the statement: "Accommodations for individuals with disabilities are available on request by calling CONTRACTOR at (Contractor's phone number). Please make any needs known as soon as possible, but not less than one week in advance, to allow time to make the necessary arrangement.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the State System of Higher Education, the University and their respective officers and employees from all losses, damages, expenses, claims, demands, suits and actions brought by any party against any of the foregoing as a result of the Contractor's failure to comply with the provisions of preceding paragraph.

**RIDER C**

**REQUIRED CLAUSE**

Throughout this rider, Contractor shall mean User and Commonwealth shall mean the Commonwealth of Pennsylvania and the University.

**CERTIFICATION**

I [redacted], on behalf of  
(Print Name) (Print Title)

[redacted], do hereby  
(Print Name of Organization)

certify that all employees and volunteers working for [redacted]  
(print name of organization)

have received favorable completion of the Federal Criminal History Record Information Check, the PA State Police Criminal Record Checks and PA Child Abuse History Clearances on [redacted]. (Print Date)

I certify that the volunteers who are exempt from needing the Federal Criminal History Record Information Check meet all of the requirements mentioned in section 3.6 of the above contract.

I also certify that the appropriate people in the organization have completed the necessary training provided by West Chester University.

Subject to penalties imposed under 18 P.S. § 4904 (unsworn falsification to authorities), I further state that this certification is true and correct to the best of my knowledge, information and belief.

[redacted]  
..... (Signed on behalf of Organization)



## **RIDER D**

### **REQUIRED CLAUSE**

#### **AUTHORIZED ADULTS OR PROGRAM STAFF CODE OF CONDUCT**

Authorized adults or program staff should be positive role models for minors and act in a responsible manner that is consistent with the mission of the PASSHE entity. Authorized adults or program staff are required to comply with all applicable laws and PASSHE Board of Governors' and university policies. Authorized adults or program staff working in programs covered by this policy must follow these expectations.

- a. Do not engage in any sexual activity, make sexual comments, tell sexual jokes, or share sexually explicit material with minors or assist in any way to provide access to such material to minors.
- b. Do not engage or allow minors to engage you in romantic or sexual conversations or related matters. Similarly, do not treat minors as confidantes; refrain from sharing sensitive personal information about yourself. Examples of sensitive personal information that should not be shared with minors are information about financial challenges, workplace challenges, drug or alcohol use, and romantic relationships.
- c. Do not touch minors in a manner that a reasonable person could interpret as inappropriate. All personal contact should generally only be in the open, and in response to the minor's needs, for a purpose that is consistent with the program's mission and culture, or for a clear educational, developmental, or health-related purpose (e.g., treatment of an injury). Any refusal or resistance from the minor should be respected.
- d. Do not use harassing language that would violate Board of Governors' Policy 2009-03: *Social Equity*, or university harassment policies.
- e. Do not be alone with a minor. If one-on-one contact is required, meet in open, well-illuminated spaces or rooms with windows observable by other authorized adults or program staff, unless the one-on-one contact is expressly authorized by the program administrator or is being undertaken for medical care.
- f. Do not meet with minors outside of established times for program activities. Any exceptions require written parental authorization and must include more than one authorized adult or program staff.
- g. Do not invite individual minors to your home or other private locations. Any exceptions require authorization by the program administrator and written authorization by a parent/guardian.
- h. Do not provide gifts to minors or their families independent of items provided by the program.
- i. Do not engage or communicate with minors except for an educational or programmatic purpose; the content of the communication must be consistent with the mission of the program and the university.

- j. Do not engage in any abusive conduct of any kind toward, or in the presence of, a minor, including, but not limited to, verbal abuse, striking, hitting, punching, poking, spanking, or restraining. If restraint is necessary to protect a minor or other minors from harm, all incidents must be documented and disclosed to the program administrator and the minor's parent/guardian.
- k. Do not use, possess, or be under the influence of alcohol or illegal drugs while on duty, or in the presence of minors involved in a program, or when responsible for a minor's welfare.
- l. Do not provide alcohol or illegal substances to a minor.
- m. Do not provide medication to a minor unless authorized by the program's medication management guidelines.
- n. When transporting minors, more than one authorized adult or program staff from the program must be present in the vehicle, except when multiple minors will be in the vehicle at all times through the transportation. Avoid using personal vehicles if possible and comply with the program's transportation guidelines.

Violations of any of the forgoing shall be reported to the University liaison.



..... (Signed on behalf of Organization)