**EXHIBIT B**

CAMP ADDENDUM

TO

FACILITY USE AGREEMENT

**THIS CAMP ADDENDUM** is part of the Facility Use Agreement (the “**Agreement**”) entered into between University and Licensee dated      . In the event of any conflict between the provisions of this Camp Addendum and other provisions of the Agreement, the provisions of this Camp Addendum shall control.

**1. Camp Stores**.

1.1 Notwithstanding the provisions of Section 5 of the Agreement, camp stores may be operated only with written consent of University and subject to the provisions of University’s retail merchandising agreement. Any such stores shall be operated at locations designated by University. Licensee shall pay an additional fee of $      for the operation of such stores. Licensee shall be responsible for operating and maintaining the store and may sell only the following merchandise:      . No merchandise bearing the name, logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University.

1.2 Notwithstanding the provisions of Section 5 of the Agreement and except for drinking water, no food or beverage shall be sold at a camp store or otherwise offered by Licensee without the written consent of University Dining Services and University’s Department of Environmental Health & Safety. Licensee shall not interfere with campers’ access to vending machines located in the Facility or on any University property.

**2. Medical Consent Forms; Waiver.** Licensee shall obtain a medical consent and waiver of liability form for each camper, which authorizes Licensee’s employees or staff to take ill or injured campers for medical treatment. Forms shall be signed by the parent or legal guardian of any minor attending the camp. Completed forms shall be retained by Licensee and made available to University upon request. Licensee understands that University is not responsible for ensuring that Licensee’s plans for the camp meet the guidance published by the CDC and MDH, nor is University responsible for ensuring Licensee adheres to its plans. Licensee specifically agrees to obtain a waiver of liability from each camper in favor of the University related to the risk of exposure to COVID-19 or other communicable disease and the risk that a camper may spread disease to others.

**3. Audit and Retention of Records.** Licensee shall maintain lists of campers, Licensee’s employees and staff, releases and other records related to the Licensee’s use of the Facility for a period of six (6) years following the departure date. Records relevant to Licensee’s financial obligations for use of the Facility shall be made available to University for inspection upon request. Licensee shall cooperate with University in the event any claim is made against University related to Licensee’s use of the Facility or other University property.

**4. Insurance.** Notwithstanding the provisions of Section 9 of the Agreement, Licensee shall maintain a policy of Commercial General Liability Insurance (including coverage for personal injuries) with a minimum limit of $1,000,000 per occurrence; $300,000 fire damage legal liability; $1,000,000 legal liability to campers; and $5,000 medical expense coverage per camper. Licensees operating sports camps shall also provide evidence of $1,000,000 professional liability coverage for claims arising out of instructing, demonstrating or advising regarding the performance of sports.

**5. Supervision; Safety and Protection of Minors.**

5.1 Licensee shall be responsible for (i) supervising campers while anywhere on University property and (ii) providing qualified, properly trained and responsible adult supervisors to ensure compliance with all University policies, including the Safety of Minors policy, as well as rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement. If the camp is a sports camp, Licensee shall also employ suitably qualified athletic trainers in numbers appropriate to the risks of the camp activity and the medical needs of campers in order to minimize the risk of illness or injury to campers.

5.2 Licensee represents and certifies to University that:

* Licensee’s employees, camp counselors, chaperones, supervisors, volunteers, and any others interacting with campers who are minors (and anyone who supervises such persons) (collectively, “Licensee Parties”) have passed a criminal background check;
* Licensee Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minnesota Statutes Chapter 260E; and
* Licensee maintains a readily-accessible list of parent and/or emergency contacts for campers who are minors.

5.3 University reserves the right to require Licensee to provide written evidence of compliance with the requirements of this Section 5.

**6. Equipment.** Licensee may use the following University equipment in connection with its use of the Facility:      . Licensee shall not use any other University equipment without the express consent of University. Licensee is responsible for inspecting the equipment before its use, and accepts the equipment in “AS IS” condition. The equipment shall be used only for its intended purpose. Licensee is responsible for cleaning and maintaining the equipment and repairing any damage to the equipment resulting from Licensee’s use. Licensee is responsible for transporting equipment to and from University storage, as well as set-up and tear-down of equipment, using Licensee’s vehicles and personnel. Licensee is responsible for all lost or stolen equipment. Upon expiration or termination of this Agreement, Licensee shall return all such equipment to University in the same condition as existed when delivered for Licensee’s use, normal wear and tear excepted.

**7. Reporting of Incidents/Accidents.** Licensee shall submit a University-approved injury report (Personal Injury Accident Report) to the Facility manager within twenty-four (24)-hours of an incident that could give rise to University liability. All incidents shall be reported regardless of the severity or type of injury. The filing of an injury report does not shift responsibility for claims from Licensee to University.

**8. Adverse Conditions.** University reserves the right to require Licensee to reduce, limit or suspend strenuous activity by campers if, in the reasonable judgment of University’s Department of Environmental Health & Safety or the manager of the Facility in which camp is being conducted, whose decisions will be made on the basis of the attached Supplement, weather or environmental conditions at the Facility endanger the health or safety of campers.

**9. Publicity.** In connection with its promotion and operation of the camp,Licensee shall not use University stationery, University telephone numbers, University email addresses or a street address at University as the business address of Licensee. Further, Licensee shall not use University’s name, logos, block “M” or any other marks, words, titles or graphics (such as “Gopher” or “Golden Gopher”) or make any statement implying that University is a sponsor of or endorses the camp conducted by Licensee on University property without first securing the express written consent of University.

**10. Athletic or Recreation and Wellness Use Only.** This Agreement does not relate to food service, residence halls, classrooms, meeting rooms or any other services or facilities of University which are or may be desired by Licensee. University’s obligation to provide any such services or facilities only arises if Licensee and University execute separate agreements for such services and facilities. Licensee is encouraged to make arrangements for all University services and facilities it requires in connection with its use of University facilities that are the subject of this Agreement before signing this Agreement. The inability of Licensee to procure other services or facilities from University is not a basis for canceling this Agreement or securing a refund of any part of the Fee due under this Agreement.

**11. Violations; Right to Cure.** Notwithstanding the provisions of Section 13 of the Agreement, University shall give Licensee reasonable notice under the circumstances of contract violations and reasonable opportunity to cure such violations. All notices shall be in writing and delivered to the address stated in this Agreement.

SUPPLEMENT

TO

CAMP ADDENDUM

As conditions change throughout the day, practices may be shortened, intensity decreased, and frequency of supervised water breaks increased. When the temperatures and relative humidity listed below are reached, the Department of Environmental Health and Safety, upon consultation with Licensee’s medical director and senior on-site personnel, may recommend practices and activities be modified to suit the current environmental conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| TEMPERATURE | RELATIVE  HUMIDITY | WET BULB | ACTION |
| 80-84F | 50-80% | 56-60F | Observe |
| 85-89F | 40-68% | 61-65F | Limit |
| 90-94F | 30-55% | 66-70F | Reduce |
| 95-99F | 20-40% | 71-75F | Restrict |
| 100F | 10-30% | 76+F | Modify Activity |

The overnight low dry temperature may be used as a predictor for the next day’s wet bulb temperature to help plan the next day’s activities. These two temperatures are usually very similar.

Dry temperature and relative humidity or a wet bulb temperature should be taken before activity starts and should be monitored periodically throughout the day. Activity should then be adjusted based on these readings.

\*Note: Wet Bulb temperature is taken from a calibrated “Sling Psychrometer.” Recent calibration must be within six (6) months of the start of activity or re-calibrated if readings are questionable.