

Authorized Educational Visit Agreement



Event	BYU Rocky Mountain Marching Band Invitational	
Event Date(s)	Tuesday, October 4, 2022	
School/Organization		
School/Organization Representative	Name:	
	Address:	
	Phone:	
	Email	

In consideration for permission from Brigham Young University (“BYU”) for the School/Organization’s students, members, or other participants, all or some of whom are under 18 years of age (the “Participants”) to participate in the Event, the School/Organization hereby agrees to the following terms and conditions of this Authorized Educational Visit Agreement (this “Agreement”):

- 1. Supervision of the Participants.** While BYU may be providing program activities, educational experiences, and some direction to the Participants during the Event, the School/Organization shall and is solely responsible to supervise the Participants while on campus during the Event to ensure their health, safety, and good behavior. The School/Organization shall and is solely responsible to provide an adequate number of employees or volunteers (e.g., teachers, administrators, parents, guardians, chaperones, etc.) to supervise the Participants while on campus during the Event (the “Adult Supervisors”).
- 2. Screening, Training, and Supervision of the Adult Supervisors.** The School/Organization shall and is solely responsible to screen and provide any legally required background checks of the Adult Supervisors. The School/Organization shall and is solely responsible to train all the Adult Supervisors on appropriate minor protection principles and provide supervision of the Adult Supervisors to reasonably ensure that such principles are applied by the Adult Supervisors during the Event.
- 3. Removal from Campus.** BYU reserves the absolute right to remove from campus any Participant or Adult Supervisor whose behavior is deemed by BYU in its sole discretion to be dangerous to others or to BYU’s property, or whose behavior is not in keeping with the law, common decency, or applicable BYU and Event policies. The School/Organization shall comply with BYU’s decision to remove a Participant or Adult Supervisor from campus and provide a means for transporting the Participant or Adult Supervisor away from campus.
- 4. Property Damage.** The School/Organization is responsible for and shall reimburse BYU for any damage to property caused by the School/Organization’s Participants and Adult Supervisors.
- 5. Indemnification.** The School/Organization shall indemnify, hold harmless, and defend BYU, its officers, employees, volunteers, and agents (the “Indemnified Parties”) from and against any and all claims, causes of action, liabilities, obligations, judgements, losses, damages (including punitive damages), settlement payments, costs and expenses (including reasonable attorney’s fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to the School/Organization’s participation in the Event (the “Claims”), except to the extent

that the Claims arise from the negligence or willful misconduct of one or more of the Indemnified Parties.

6. **Insurance.** The School/Organization shall obtain and maintain insurance coverage pursuant to the Insurance Requirements Schedule attached hereto and incorporated herein by reference.
7. **BYU's Name and Trademarks.** The School/Organization shall not use BYU's name or trademarks or any adaptation thereof, or the names of any of BYU's officers, employees, or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYU for each individual usage, except that the School/Organization may list BYU as the location of the Event and share promotional material provided by BYU regarding the Event.
8. **Miscellaneous.**
 - a. **Assignment and Delegation.** No benefit inuring to BYU under this Agreement may be assigned, and no duty imposed on the School/Organization may be delegated, without the prior written consent of BYU. A purported assignment or delegation in violation of this section is void.
 - b. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision is severed from the Agreement, and the remaining provisions remain in effect if the essential business and legal provisions remain valid, binding, and enforceable.
 - c. **Governing Law and Submission to Jurisdiction and Venue in Utah.** The laws of the State of Utah, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The School/Organization submits to the jurisdiction of and venue in the federal and state courts located within the State of Utah and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Salt Lake City, or the courts of the State of Utah located in Utah County.
 - d. **Entire Agreement.** This Agreement constitutes the final and exclusive agreement between the School/Organization and BYU on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between them on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement. This Agreement cannot be amended except by a writing signed by authorized representatives of both BYU and the School/Organization.

To evidence its agreement to this Agreement, the School/Organization has executed and delivered it on the date indicated under the signature below.

School/Organization

By: _____

Name: _____

Title: _____

Dated: _____

Insurance Requirements Schedule

The terms defined in the Facilities Use Agreement have the same assigned meaning in this Facilities and Services Schedule.

Purpose

BYU is exposed to financial risk from negligent or wrongful acts of outside organizations and individuals who use or conduct operations at facilities owned by or under the control of BYU ("**Guest Organizations**"). To reduce this financial exposure, BYU requires that these organizations and individuals maintain insurance as necessary to reasonably protect BYU's financial interests.

Policy

All Guest Organizations must obtain and maintain during the term of agreement with BYU insurance coverage that meets the minimum standards outlined below from an insurance company with a financial strength rating of "A-" "VII" or better in the current edition of A.M. Best Company's Key Rating Guide.

General Insurance Requirements

Commercial General Liability ("CGL")

- | | |
|--|-------------|
| • Each Occurrence – Premises/Operations | \$1,000,000 |
| • Personal & Advertising Injury | \$1,000,000 |
| • General Aggregate | \$2,000,000 |
| • Products and Completed Operations Agg. | \$2,000,000 |
| • Fire Damage (any one fire) | \$50,000 |
| • Medical Expense (any one person) | \$5,000 |

The CGL must be provided on either ISO form CG 00 01 (current edition) or equivalent form.

Other Insurance

- | | |
|--|--|
| • Commercial Automobile Liability ("Any Auto", or the equivalent of All Owned, Hired, and Non-owned Autos) | \$1,000,000 (each accident, combined single limit) |
| • Workers' Compensation | Statutory—Utah (or state of domicile) |
| • Employers Liability | \$1,000,000 Each Accident
\$1,000,000 Disease – Each Employee
\$1,000,000 Disease – Policy Limit |

Required Endorsements

- Additional Insured and Primary & Non-contributory Endorsements, as follows:

The Board of Trustees of Brigham Young University, for and on behalf of Brigham Young University in Provo, and their respective trustees, officers, directors, employees, agents, and representatives are included as an additional insured on a primary and non-

contributory basis on the Commercial General Liability policy and the Excess or Umbrella Liability policies, as may be required.

- Waiver of Subrogation in favor of Brigham Young University shall apply on the Workers Compensation.

Certificates of Insurance

Upon request, Guest Organizations must provide to BYU a Certificate of Insurance on the ACORD 25 form, or equivalent, that includes each of the following elements and is accompanied by copies of the required endorsements:

- Insured Entity (must match the name and address of the entity in the agreement, purchase order, statement of work, etc.)
- Insurance Carrier(s)
- Policy Effective and Expiration Dates Policy Number(s)
- Policy Limits
- Cancellation Notice Provision (Min. 10 days for non-payment - 30 days otherwise);
- Project Number or Purchase Order (if applicable)
- Certificate Holder, as follows:

Brigham Young University
c/o Risk Management and Safety
104 RMB (795 N 500 E)
Provo, UT 84602

Requirements of specific coverage features or limits contained in this Schedule are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Guest Organization maintains broader coverage and/or higher limits than the minimums shown above, BYU requires and shall be entitled to the broader coverage and/or higher limits maintained by the Guest Organization.

The Guest Organization acknowledges and agrees that any actual or alleged failure of BYU to inform the Vendor or Guest Organization of non-compliance with any requirement under this Schedule imposes no additional obligations on BYU, nor does it waive any of BYU's rights under this Schedule.