

# MISSOURI YMCA YOUTH IN GOVERNMENT

www.moyig.org

## AFFILIATION AND SPONSORSHIP AGREEMENT

**Comes Now**, On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, participating Affiliated Organization, (hereinafter known as Organization) and the Missouri YMCA Youth In Government State Committee (hereinafter known as the State Committee), and the Jefferson City Area YMCA and do by these agree as follows:

### I. Organization Does Hereby Agree As Follows:

1. To support and promote Missouri YMCA Youth In Government in its local service area for the program year 2007-2008 in accordance with the YIG Constitution and policies including the Participation Agreement; and
2. To participate in Missouri YMCA Youth In Government, to provide adult support for all local activities, and to provide a 1 to 10 adult to student ratio at the YIG State Convention.
  - a. Advisors will spend an average of 2 to 3 hours per week attending to YIG program duties and responsibilities.
  - b. During the fall, more than 3 hours per week may be required to prepare the students for and successfully carry out the activities of YIG programs.
3. To be solely responsible for the payment of the participation fees of \$185.00 for each youth member of its delegation(s) participating in the program. The program costs shall be paid as follows:
  - a. \$185.00 will be paid for each youth member and \$110.00 for each additional adult member, over the 1 to 10 ratio, on or before October 22, 2007. Requests for refunds will be reviewed by the State Committee on a case-by-case basis, and any amounts to be refunded will be determined by the State Committee.
  - b. In addition to the fees set forth herein, in the event that the State Committee should deplete the program cash reserves and experience a deficit, the Organization shall be responsible for an additional fee equal to the prorated participation of its delegation(s) to the statewide participation in Missouri YMCA Youth In Government for that fiscal year.
  - c. All additional costs of transportation to and from each Missouri YMCA Youth In Government sponsored function, including, but not limited to the Primary Convention, Training Sessions, Early Arrival Training, State Conventions, and related programs. The State Committee may reimburse Organizations for transportation costs for all required statewide training sessions as determined by the State Committee from time to time.
4. To be primarily responsible for the conduct, personal property and possessions, health and safety of each of its youth and adult members and will assure compliance with the Participation Agreement and the dress code as required by the State Committee. In this regard, the Organization agrees that it will:
  - a. Secure from each youth participant a signed acknowledgment, with their parent or guardian, of knowledge and understanding of the Participation Agreement approved by the State Committee;
  - b. Secure from each adult participant a signed acknowledgment of knowledge and understanding of the Participation Agreement approved by the State Committee;
  - c. Secure a criminal background check through the Missouri State Highway Patrol for all

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delegation volunteers (advisors or chaperones) prior to the first YIG event new volunteers participate in and every 3 years thereafter for returning volunteers. Background checks already conducted by schools or YMCAs for their staff serving as YIG volunteers are acceptable so long as they have been conducted within the past 3 years. A letter will be sent to the YIG State Director verifying that criminal background checks have been conducted for each advisor working with the delegation(s) associated with that Organization.

- d. Verify that each delegation advisor and/or chaperone associated with that Organization attends a valid child abuse prevention program. A letter will be sent to the YIG State Director verifying that each advisor working with the delegation(s) associated with that Organization have successfully completed a valid child abuse prevention program.
- e. Secure medical history and authorization form for each youth participant, signed by a parent or guardian and for each advisor, chaperone or other adult volunteer.
- f. Carry liability insurance, including medical payment and accident insurance, which shall adequately cover any accident or injury that could occur during the course of any event sponsored by the State Committee. Proof of insurance shall be provided to the Jefferson City Area YMCA and to the State Committee at the time of execution of this agreement and shall remain in effect at all times that this agreement is in effect.
- g. Indemnify and hold harmless the State Committee and Jefferson City Area YMCA from and against all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting from the performance of the work contemplated by this agreement provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Organization, any of its subcontractors, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

**II. YIG State Committee Does Hereby Agree As Follows:**

1. To consist of YIG program coordinators, elected student officers, and adult individuals serving as Program Coordinators as provided in the Constitution of Missouri YMCA Youth In Government, and as amended from time to time.
2. To be directly responsible for oversight of the program and its contents.
3. To provide diligent oversight, planning and direction for the program and to coordinate each regional and statewide function of YIG State Committee required by the Constitution of the Organization.
4. To reimburse the Jefferson City Area YMCA for salaries and benefits of the State Director and other administration services.

**III. Jefferson City Area YMCA Does Hereby Agree As Follows:**

1. To provide oversight and consultation to the State Committee as deemed necessary and appropriate by the President/CEO of the Jefferson City Area YMCA and/or the State Committee;
2. To provide insurance for and indemnification of the State Committee; and
3. To act as the parent entity of the State Committee.

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**IV. All Parties Do Hereby Agree AS Follows:**

1. **Captions.** The captions of the Agreement to Participate are for convenience only and are not a part of the Agreement, and they do not in any way limit or amplify the terms or provisions of this Agreement.
2. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal proceeding filed as a result of this agreement shall be filed in the Circuit Court of Cole County, Missouri.
3. **Counterparts.** This Agreement may be executed in five (5) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. **Language of Agreement.** The language of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Participating Affiliated Organization, Missouri YMCA Youth In Government State Committee, or Jefferson City Area YMCA. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**In Witness Whereof**, the Parties have caused this Agreement to be executed by their proper officers on the day and year first above written. **Please return with proof of insurance.**

**Participating Organization**

Name of Organization	YMCA Director / School Administrator
_____ / _____ / _____ Date	

**Signs this agreement in sponsorship and support of the following YIG delegation(s):**

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

**Missouri YMCA Youth In Government**

**Jefferson City Area YMCA**

State Director	President/CEO
_____ / _____ / _____ Date	