

AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION

Men's Club Tennis (2008-2009)

1. Representations and Submissions

The undersigned Contracted Independent Organization ("CIO") represents to the University of Virginia ("University") that it is either (a) a non-stock Virginia corporation in good standing with the Virginia State Corporation Commission or (b) an unincorporated association existing under the laws of the Commonwealth of Virginia in accordance with the terms of its constitution. The CIO further represents that for the duration of this Agreement and as a condition of this Agreement (a) at least 51% of its members are University students, and (b) all of its officers are full-time, fee-paying University students. The CIO also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the CIO, do not and will not violate local, state or federal law or the University's Standards of Conduct.

The person executing this Agreement on the CIO's behalf represents on his or her honor that:

- (a) He/she has read the Agreement in full and understands it;
- (b) He/she is an officer of the CIO and is authorized by the members of the CIO to execute the Agreement on the CIO's behalf; and
- (c) The CIO is entering into the Agreement voluntarily and with the benefit of or having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

Upon notification that this Agreement has been approved by the appropriate University authorities, the CIO shall immediately print a copy of this Agreement, sign it, and submit it to the Student Council Office. This agreement does not become effective until the signed version has been submitted to Student Council. The CIO agrees to promptly provide and submit electronically via the CIO Information System any amendments or other changes to its constitution or changes in its officers or their contact information, including local addresses, telephone numbers, and email addresses, within 48 hours of any amendment or change.

2. Relationship between the CIO and the University

The University is a public corporation and the CIO is not part of that corporation but rather exists and operates independently of the University. The CIO and the University acknowledge and agree that the CIO is not an agent, servant or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction or agreement. The University does not supervise, direct or control the CIO's activities; provided, however, the University does control its facilities and property, and to the extent that the CIO wishes to use the University's public facilities or property to conduct its private activities or affairs, the CIO may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, the CIO and its members are subject to the University Honor and Judiciary Committees for any matters that fall within their jurisdiction.

3. The CIO's Dealings with Third Parties

The CIO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The CIO shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described above in paragraph 2 of this Agreement. As one of such steps, the CIO shall without exception include the following statement (or another similar statement approved in advance by the University) in the CIO's letters, messages, contracts, publications and other written or internet communications:

Although this organization has members who are University of Virginia students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise or control the organization and is not responsible for the organization's contracts, acts or omissions.

4. Use of the University's Name and Symbols

The CIO understands and agrees that it may not use any University marks, symbols, logos, mottoes or other indicia of the University without the express prior written approval of the University through its Vice President of Student Affairs or his/her designee; provided that the University will permit use of its name as part of the CIO's name exclusively and only in the form of "The XYZ Club at the University of Virginia." The CIO must obtain the express prior written consent of the University to use the University's name in any other form. "The University of Virginia XYZ Club" is not acceptable and can never be used.

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5. Taxes

The CIO shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with any purchases or sales by the CIO, any gifts to the CIO, any interest or other income of the CIO, or any other activity or purpose of the CIO.

6. Liability, Insurance, Defense, and Notification

The CIO understands and agrees that the University, the Commonwealth of Virginia, and its employees and agents will not be liable for injuries or harm caused to anyone in connection with or arising out of the CIO's activities, nor will it be liable for any of the CIO's contracts, torts, or other acts or omissions, or those of the CIO's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO. The CIO understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO are protected by the University's or the Commonwealth of Virginia's insurance policies or self-insurance plans, and that the University and the Commonwealth will not provide any legal defense for the CIO or any such person in the event of any claim against any of them. To ensure that all persons associated with the CIO fully understand these terms, the CIO President is responsible and on his/her honor to issue this notification to all of the CIO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIO or engaged in its activities:

NOTICE: You are either considering or currently participating in activities and/or affairs of a CIO at the University of Virginia. Although the CIO has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The CIO is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise or control the organization and is not responsible for the organization's contracts, acts or omissions. The CIO directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the CIO assumes all responsibility for any such risk. All persons associated with the CIO should ascertain whether they have adequate insurance independently or through the CIO to cover any such risk. Neither the University nor the Commonwealth of Virginia provide insurance coverage or legal defense for any claims resulting from the affairs or activities of a CIO.

7. Non-discrimination

A student organization is ineligible for CIO status when the organization restricts its membership, programs, and/or activities on the basis of age, color, disability, national or ethnic origin, political affiliation, race, religion, sex, sexual orientation or veteran status.

Notwithstanding these requirements, a CIO may restrict its membership based on an ability to perform the activities related to the organization's purpose. In determining cases of discrimination for purposes of this paragraph, the University will look not merely to the constitution of an organization but to its actual practices and operations.

8. Funding

The CIO is eligible to receive student activity fee funds, which are appropriated by Student Council through its appropriations process. Student Council approves CIO budget requests based on available dollars and in compliance with the "University of Virginia Board of Visitors Student Activity Fee Statement of Purpose and Funding Guidelines." A CIO that receives student activity fee funds is required to use the funds as it has requested or petitioned and as approved by Student Council. Consistent with the terms of this Agreement, the University is not responsible for and has no control over the CIO's activities funded with student activity fee funds. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

9. Use of Facilities

The CIO is eligible to use certain University facilities and access the services and resources in the Student Activities Center, subject to the policies and procedures or terms and conditions that the University and/or Student Council set for such facilities, services, and resources. If designated student activity space is assigned to the CIO, the description of such space and any special conditions applicable to its use shall be communicated by Student Council and/or the University.

10. Use of Student Council Server

The CIO is eligible to use the Student Council server subject to the policies and guidelines outlined in the Student Council Bylaws. If the CIO uses the Student Council server, it shall include the statement outlined in paragraph 3 above in a prominent location on its homepage. Failure to do so may result in loss of eligibility to use the Student Council server.

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11. Club Sports

If the CIO is a "Club Sport" as defined in the Club Sports CIO Attachment, it shall also receive the benefits enumerated in that attachment and abide by the provisions of that attachment as a part of this Agreement.

12. Terms of Agreement

This Agreement shall become effective the later of: 1) the day after spring commencement exercises or 2) the effective date indicated on this Agreement, and shall terminate on the day of spring commencement unless terminated earlier by the CIO upon written notice to the University. The University reserves the right to give a CIO a warning, which may include conditions, or to suspend or terminate this Agreement for any breach or violation or other grounds which constitute good cause. The CIO and the University agree that such action may also be taken in the following instances:

- (a) upon a recommendation by the University Judiciary Committee that the CIO was found to have violated the University's Standards of Conduct; or
- (b) upon a written determination by the Vice President for Student Affairs that the CIO (or its members) has breached this Agreement or engaged in an activity which, in the judgment of the Vice President, is detrimental or contrary to or in conflict with the University's educational mission.

13. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach thereof.

14. Notices

Any notice under this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, and addressed as follows, or when mailed in like fashion to such other persons, at such other addresses, as either party may designate with appropriate notification to the other party in writing:

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P.O. Box 400715, SAC Box 351

Charlottesville

VA

22903-4715

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15. Entire Agreement - Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior or contemporaneous understandings regarding its subject matter, and may only be revised by written amendment signed by authorized representatives of both parties. The parties acknowledge that in accepting this Agreement they are not relying on any oral or written statements not included in this Agreement.

The undersigned further attests that he/she is bound by the University's Honor Code and is knowledgeable of the responsibilities of the officers of the noted organization. The undersigned is responsible for receiving information, announcements, e-mail, and mail from Student Council and other organizations on behalf of the noted organization. Further, as the contact person for this organization, the undersigned is responsible for informing the appropriate individuals within the noted organization of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a CIO. The undersigned is also responsible for updating the noted organization's information (e.g. officer changes, constitutional amendments) via the CIO Information System, and for checking all mandatory dates, especially those for Student Council's appropriations process. The undersigned understands that he/she is responsible for alerting the noted organization executive members of any and all mandatory University meetings, and for distributing the notification in paragraph 6 of this Agreement. The undersigned hereby acknowledges that his/her organization is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to CIOs at the University of Virginia.

Men's Club Tennis (2008-2009)

(Club Sport)

& The Rector and the Visitors of the University of Virginia

BY: Alec Joseph Landow

SIGNED: _____

(Organization President's Signature)

DATE: _____



Student Council review and approval on 05/03/2004 at 22:48

Dean of Students review and approval on 05/04/2004 at 13:43

IM-Rec review and approval on 05/04/2004 at 14:49