

GREATER AUSTIN YMCA

Lease Group, Third Party, and Facility Rental Policies



Third-party and external organizations or individuals providing services to the Greater Austin YMCA's consumers or using the Greater Austin YMCA's facilities fall within the scope of the organization's abuse prevention policies. Third parties are expected to adhere to all applicable abuse risk management policies.

The Greater Austin YMCA requires all third parties and external organizations or individuals to register programming before the operation, as outlined in this policy. Third-party agreements will include language to address compliance with mandatory reporting, insurance requirements, screening procedures, individual background clearances, and consumer protection training. Additionally, entities or individuals under this policy must sign and adhere to the Greater Austin YMCA's Code of Conduct for consumer safety.

Facility rentals, lease groups, external organizations, or individuals providing services for Greater Austin YMCA will be supervised by the Executive Director or the designated senior staff member for compliance and oversight of the Greater Austin YMCA's abuse prevention policies.

The following items are a part of the contractual agreement with the Greater Austin YMCA and must be adhered to:

► **Code of Conduct:** Third parties and external organizations must agree to, abide by, and sign the Greater Austin YMCA's Code of Conduct.

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The Greater Austin YMCA is committed to providing a safe, welcoming, and respectful environment for everyone. This Code of Conduct applies to all individuals present in YMCA facilities, on YMCA property, or participating in YMCA programs or events. This includes, but is not limited to, staff, members, patrons, volunteers, contractors, third parties, guests, and representatives of external organizations (collectively referred to as "Individuals").

The Greater Austin YMCA has zero tolerance for abuse, and it is imperative that everyone in our buildings and programs understand our expectations so we can all work together to keep youth safe. The following is a list of key measures we have in place and expect all individuals who use the Greater Austin YMCA facilities to understand and abide by:

Respect & Inclusion

- Youth will be treated with respect at all times.
- Youth will be treated fairly.

Language & Appropriate Content

- All individuals will use respectful, appropriate language while in YMCA facilities and program spaces.
- All individuals will maintain age-appropriate conversations and boundaries around youth and will keep personal sexual topics and personal problems private.
- All individuals will ensure that materials present in YMCA facilities and program spaces are appropriate for a family environment.

Substances

- All individuals will arrive and remain free from the influence of drugs or illegal substances while in YMCA facilities or program spaces. YMCA premises are tobacco, drug, and alcohol-free, including e-cigarettes and related paraphernalia.

Safety, Supervision, & Conduct

- All individuals will keep YMCA premises free of weapons and will not carry or conceal a weapon or any device or object that may be used as a weapon on any Greater Austin YMCA premises (Per Texas Penal Code 30.05, 30.06 & 30.07).
- All individuals will ensure youth are supervised appropriately and will interact with youth in common, observable areas rather than in one-on-one settings.
- All individuals will ensure youth are safe and supported at all times by using appropriate physical, verbal, and emotional interactions and by respecting personal boundaries. This includes preventing and promptly reporting any suspected or observed physical, verbal, sexual, or mental abuse, as well as neglect.
- All individuals who work with the YMCA will meet YMCA eligibility requirements, including having no history of child abuse, indecency with a child, or injury to a child.
- All individuals will help maintain a welcoming environment by treating others with courtesy and refraining from harassment, intimidation, menacing behavior, or threatening gestures.
- All individuals will communicate calmly and respectfully and will avoid aggressive or threatening conduct, including shouting, name-calling, swearing, or other vulgar language.
- All individuals will remain on YMCA premises only for approved purposes and will follow staff direction regarding lingering in or around YMCA facilities.

In addition, the Greater Austin YMCA reserves the right to deny access to any person who has been accused or convicted of any crime involving sexual abuse OR is or has been a registered sex offender.

Due to advances in video equipment and telephone technology, and to ensure the safety, security, and privacy of all members, guests, staff, volunteers, and third parties. I acknowledge and agree that the use of any video/picture-taking equipment, including camera phones, is strictly prohibited in the Greater Austin YMCA's shower rooms, bathrooms, changing rooms, locker rooms, dressing areas, restrooms, and other areas generally deemed private within YMCA facilities. I will refrain from capturing videos or photos that include other people in the background, including personal social media use, and understand that cell phone usage is permitted only in the lobby or designated cell phone areas.

In the event that a third party or lease group observes any of the inappropriate behaviors and/or policy violations noted above or other interactions they feel could be inappropriate, it is their professional and personal responsibility to immediately interrupt the behavior and/or report the behavior to their YMCA contact. If the third party or lease group is uncomfortable reporting it to their YMCA contact, they can email Risk.Management@austinyymca.org. To carry out these policies, we ask that members and guests identify themselves when asked. The Executive Director will investigate all reported incidents. If, in his or her discretion, a violation of the Code of Conduct has occurred, suspension or termination of Greater Austin YMCA membership privileges may result.

I further understand that Greater Austin YMCA management has the authority to amend policies and procedures at any time to ensure the delivery of the highest possible services to the general membership.

At the discretion of management, the Greater Austin YMCA may terminate my agreement for violating safety rules, behaving in a threatening manner, or failing to follow staff directives.

► **Screening:** Third parties and lease groups will adhere to the Greater Austin YMCA's criminal background screening practices, which include multi-state criminal background checks and sex offender registry checks.

► **Reporting:** The Greater Austin YMCA will ensure third parties and facility renters understand and are provided with written instructions on external reporting requirements of

reporting abuse. Third parties and facility renters are required to report policy violations and incidents or allegations of sexual misconduct back to the Greater Austin YMCA and follow mandated reporting requirements.

MANDATED REPORTING REQUIREMENTS

Under Texas law (Texas Family Code §261.101), all individuals (including third-party staff, lease group members, contractors, volunteers, and any person using YMCA facilities or programs) are required to report suspected child abuse or neglect. Key requirements include:

- Any person with reasonable cause to believe a child (under 18) has been, is being, or may be abused or neglected must immediately report it.
- Professionals (e.g., program instructors, coaches, or others with direct child contact in licensed/regulated roles) must report no later than 24 hours after suspicion arises and cannot delegate this duty.
- Abuse includes physical, sexual, emotional/mental harm, or neglect. Sexual misconduct (e.g., inappropriate touch, exposure, or conversation) is explicitly included.

How to report externally:

- Call the Texas DFPS Abuse Hotline at 1-800-252-5400 (24/7).
- Submit online at www.txabusehotline.org (non-emergency; requires name and phone number—no anonymous reports accepted).
- In emergencies, call 911.

Reports to the Greater Austin YMCA (via your contact or Risk.Management@austinyymca.org) are also required for internal oversight, but do not replace the external mandated report to DFPS/law enforcement. Good-faith reporters are protected from liability. Failure to report may result in legal penalties.

► **Insurance:** Third parties will name the Greater Austin YMCA as an additional insurer on any applicable insurance policy. Please see appendix A for the Greater Austin YMCA insurance policy requirements.

HIGH ACCESS TO CONSUMERS ONLY

When third parties have high access to consumers. The following items are a part of their contractual agreement with the Greater Austin YMCA and must be adhered to:

► **Defense and Indemnity for sexual misconduct and molestation:** Third parties must possess appropriate coverage to defend and indemnify the organization for claims stemming from sexual misconduct and molestation.

► **Insurance:** Third parties will include sexual abuse and molestation policy coverage.

► **Supervision Procedures for Monitoring:**

- Third parties must have defined supervision procedures for monitoring their program participants (e.g., adult-to-consumer ratios and management of high-risk activities and locations). For joint events, the Greater Austin YMCA and the third parties must delineate supervision responsibilities.
- Conduct scheduled and random observations of activities and programs to ensure that third parties and facility renters follow procedures when using the Greater Austin YMCA facilities.

Appendix A

INSURANCE REQUIREMENTS FOR USER

Workers' Compensation & Employer's Liability

Groups who do not have paid staff or are volunteer led, do not have to provide Worker's Comp Limits

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to Greater Austin YMCA.
2. Statutory Limits for Workers Compensation; Employer's Liability with limits not less than \$1,000,000 per accident.
3. Waiver of Subrogation in favor of Greater Austin YMCA shall be attached.

Commercial General, Automobile, and Umbrella (Excess) Liability Insurance

1. General Liability with Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. Your policy must also include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury, Sexual Abuse/Molestation (if children involved) and Contractual Liability Coverage.
2. Automobile Liability limits of not less than \$1,000,000 per occurrence.
3. Umbrella (Excess Liability for limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.
4. Greater Austin YMCA, their directors, officers, employees, volunteers, representatives, and agents shall be named as Additional Insureds including premises/operations (CG2010 or comparable form) with the proper endorsements attached.
5. Your policies must be endorsed as follows: The policies shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #4 above and include a Waiver of Subrogation in favor of the Greater Austin YMCA.
6. All Policies to be endorsed to state THIRTY (30) days prior written notice or cancellation to be given to the Greater Austin YMCA.

For Professional or Healthcare Organizations(s) ONLY- Liability Insurance

1. Professional or Healthcare Liability for limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate covering the services provided by User.

All Certificates & Endorsements are to be addressed and sent to the YMCA at:

- Greater Austin YMCA-attn. Jacob Gigliotti
4000 South IH 35 Frontage Rd. Austin, TX 78704