

Summer 2023 Pop-Up Host Agreement
BuildStrong Academy Colorado and [ENTER HOST NAME HERE]

This Summer 2023 Pop-Up Host Agreement (the “Agreement”) is made and entered into as of [TODAYS DATE] (the “Effective Date”) between [HOST NAME], a Colorado corporation (the “Host”) and BuildStrong Academy of Colorado, a Colorado nonprofit corporation (the “Academy”). In consideration of the covenants and agreement hereinafter contained, the parties agree as follows:

Objective

The Academy will provide a four-week ‘Pop-Up’ training center at [HOST NAME and SITE LOCATION] job site. The site shall be identified with a high-visibility wrap/screen that promotes the Host and the Academy partnership in workforce development. The Pop-Up construction training facilitates engagement between Academy students and the Host and their trade partners and provides employers direct access to candidates enrolled in a construction workforce development program.

Academy Responsibilities

For the purposes of this program, the Academy shall:

- supply all the tools, equipment, materials, and storage necessary for the training program
- supply expert and certified instructor staff to deliver training programs
- provide three distinct training options over a four-week period:
 - Construction Skills Bootcamp | Morning - *Traditional Accelerated Academy Bootcamp delivered in 4 weeks - Morning Program: Mon, Tues, Wed, Thurs from 8:30 AM to 11:30 AM*
 - Construction Skills Bootcamp | Afternoon - *Traditional Accelerated Academy Bootcamp delivered in 4 weeks - Afternoon Program - Mon, Tues Weds, Thurs from 12:30 to 3:30 PM*
 - OSHA 10 Safety Training - *available to Academy students and employees of Host and their trade partners - two full-day classes (Thurs/Fri) from 9:00 am to 3:30 (OPTIONAL/TBD)*
- provide candidate outreach and recruitment activities, with the support of the Host, for the training programs
- supply general liability insurance for students and Academy employees on the Pop-Up site that meets the Host’s insurance requirements, as well as naming the Host as an additional insured
- ensure compliance with the Host’s posted site safety rules
- identify and provide directions to suitable offsite parking locations for students who attend the Pop-Up training and other activities and events
- ensure students remain outside of active Host job sites unless on a supervised tour
- with the support and engagement of the Host, put on a career fair at the end of the training program

Academy Contact Information:

BuildStrong Academy of Colorado

Attention: Allison Stepnitz, Cell: (720) 939-4314

astepnitz@coloradobuildstrongacademy.org

445 W 53rd Place, Denver, CO 80216

Onsite Contacts: TBD

Host Responsibilities

For the purposes of this program, the Host shall:

- supply a vacant/flat work site (approx. 50ft x 100ft, 5,000SF) within or adjacent to an active Host construction jobsite (at least 50% of this space is to be covered in crushed recycled concrete or other all-weather covering)
- supply temporary power supply
- supply construction trash bin service
- supply two ADA-compliant port-o-johns
- install security fencing and a gate surrounding the Pop-Up training site
- provide security lighting for the power supply
- host an ‘Opening Day’ trade BBQ at the Pop-Up training site
- promote the Pop-Up Bootcamp training to Host’s trade partners and encourage their engagement and interaction with the Academy students and instructors at on-site skills training events and activities, including: Trade BBQ, Jobsite Tours, Guest Speaking, and Career Fair
- designate an on-site construction manager or other point of contact to coordinate with the Academy instructor(s) for a jobsite tour schedule, such that students can witness varied stages of buildout across different trades specialties

Builder Contact Information:

[HOST NAME]

Attention: [HOST MANAGEMENT CONTACT] [PHONE #]

[HOST SITE LOCATION/ADDRESS]

On Site Contact: [NAME] [PHONE #]

A sample Pop-Up job site training plan is attached as Exhibit A and incorporated therein by this reference.

Insurance

Academy instructors and students are covered under the Academy’s general liability policy. A certificate of insurance will be provided naming Host as an additional insured during the Pop-Up job site training program. Instructors are employees of the Academy and will be covered under the Academy’s Workers' Compensation Policy.

Location and Dates:

- Builder Site: [SITE NAME]
- Homesite: (if applicable) [Lot/Blk]
- Address: [ADDRESS]
- Agreement Term:
 - Pop-Up Job Site Month: **[MONTH, YEAR]**
 - Site Set Up Date: [DATE] - [DATE]
 - Trade BBQ Date: TBD - NOON to 1:30
 - Bootcamp Dates: [DATE] - [DATE]
 - OSHA 10 Training Dates: Optional
 - Job Fair Date: [DATE]
 - Tear Down Date: [DATE] - [DATE]

Additional Terms and Conditions:

NOTICE. Any notices required by this Agreement shall be in writing and sent to the address shown above for Academy and Host. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed official notice.

PARTICIPANT WAIVERS. All Academy participants, including but not limited to students, instructors, members, or other guests on the job site, and other property at the job site or adjacent thereto shall sign a participant waiver form attached hereto as Exhibit B and by this reference incorporated therein. If Academy participants are under the age of 18, the participant's parent or guardian must sign the participant waiver. The Academy is responsible for providing signed participant waivers prior to participants' entering the Host's job site.

PROTECTION OF PERSONS AND PROPERTY. The Academy shall be responsible for initiating, maintaining, and supervising all safety precautions and programs. The Academy shall take reasonable precautions to prevent damage, injury, or loss to employees, students, instructors, members, or other guests on the job site, and other property at the job site or adjacent thereto. The Academy shall promptly remedy damage and loss to property caused in whole or in part by Academy, or by anyone for whose acts Academy may be liable.

INDEMNITY. Host and their respective affiliates, subsidiaries, parents, successors, predecessors, assigns, shareholders, officers, directors, employees, subcontractors, contractors, consultants, and agents (collectively, "Host Parties") are not responsible, and hereby disclaim any responsibility or liability for any claims, costs, actions, suits or expenses of any kind (including, without limitation, attorneys' fees and related expenses) arising in any way out of Academy's access to or use of the job site or any other property owned by Host.

Academy hereby agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless Host Parties from and against any and all liability, damage, losses, expenses, demands, claims, judgments, penalties, fines, orders, causes of action, suits, and costs, including, without limitation, the cost of defense, mediation, settlement, litigation, alternative dispute resolution, and reasonable fees for attorneys, consultants and experts

(including, without limitation, attorney’s fees incurred out of court, in trial, on appeal, in administrative or other proceedings), which Host Parties may suffer incur of be responsible for or pay, in connection with or arising out of any injury or alleged injury (including, without limitation, death) to any person, or damage or alleged damage to property or property interest, sustained or alleged to have been sustained in connection with, or to have arisen out of, or related in any way to the Pop-Up job site training and/or the use of the job site by the Academy. The foregoing defense and indemnity obligations exit in favor of the Host Parties, whether or not the Academy is negligent, and whether or not the Host Parties are actively or passively negligent. The indemnity obligations shall not apply to the extent of the Host Parties’ actual proven sole negligence or sold willful misconduct.

INSURANCE. The Academy shall obtain and maintain the following insurance coverages during the Term of this Agreement:

- General liability policy
- Certificate of insurance naming Builder as an additional insured during the Pop-up Jobsite Training Program

By signing this agreement, the Academy and the Host consent to involvement in the Pop-Up job site training program and agree to comply with the provisions contained within this Agreement.

Allison Stepnitz, Operations Manager
BuildStrong Academy Colorado

Date

[HOST CONTACT], [TITLE]
[HOST]

Date