The Texas State University, acting through its Department of Housing and Residential Life (“the University” or “DHRL”) agrees to provide space in the university housing system to the ORGANIZATION listed below (hereafter referred to as the “Group”). By signing this contract, the Group agrees to all terms and conditions as outlined. This contract constitutes the entire agreement between the parties and may only be modified by a subsequent written agreement, signed by authorized representatives of the Group and the Director of DHRL or designee.

1. HOUSING SPACE REQUESTS

   A. Identification of Responsible Parties
      1). One DHRL staff member will be identified as a direct liaison to the Group and will serve as the communication coordinator for the contracted event.
      2). One Group staff member will be identified as a direct liaison to DHRL and will serve as the communication coordinator for the contracted event.

   B. Reservation Estimates and Guaranteed Numbers
      1). In order to complete this contract, the Group must first complete a Reservation Request form, outlining desired dates, building type and estimated number of participants. Based upon this preliminary request, DHRL will review and make determination of final assignments and locations available, as outlined in University Policy and Procedure Statement (UPPS) 07.03.02.
      2). The preliminary number of participants needing housing must be supplied to DHRL from the Group 30 calendar days from the beginning of the event. That number will serve as the “Guarantee” number and will be the minimum number used for baseline billing purposes. An additional 15% of the final bed count will be set aside in addition to that guarantee number and rooms will be prepared. Billing for any of those additional beds used will be based upon the original contracted per bed dollar amount; any beds used above the set aside will be charged at an increased rate of $25 per person above the contracted per bed dollar amount. Last minute participants above the 15% prepared amount may not be able to be accommodated, depending upon assignment location. In that event, the Group is responsible for communicating with those participants for whom no space is available.
      3). The final Guarantee number must be submitted no later than 10 business days prior to the start of the event.
         (a) Requests for physical accommodations should be identified as early as possible, but no later than with this final count, so as to work together to identify those special accommodations, as available.
         (b) Early arrivals, late departures and any other requests relating to housing must be noted with this final count. While DHRL will try to accommodate such special housing requests, no guarantees can be made in this regard.
      4). Once the final Guarantee is submitted, changes above the 15 percent variance will result in an additional charge to the Group of $25.00 per added participant. Additions will only be allowed if space is available. If no guarantee is received, charges will be computed on numbers in the original request, which will include an additional $25/person charge for added participants over the original number.
2. EVENT EXPECTATIONS

A. Check-in and Check-out
1). Check-in and check-out for participants who will reside on campus during the event will take place at a designated time, as agreed upon by the Group and the DHRL Conference Coordinator. The Group is responsible for instructing participants about arrival times and locations, and final departure times and logistics. Once finalized, changes to the schedule may result in a $100.00 group charge.

B. Keys and Access Cards
1). One hall access card and one room key will be provided for each residential participant at check-in. In some cases, a bathroom key will also be provided for each resident participant.
2). All access cards and all keys must be returned at check-out. Failure to return cards or keys will result in replacement charges billed to the Group.
3). No master keys will be issued.

C. Housing Policies and Expectations
1). To ensure the safety and security of the participants, there should be one counselor per ten students through the age of 12. There should be one counselor per 15 students who are 13-18 years old. Counselors should remain with the group at all times. At no time should youth groups be left unattended. Counselors will be held responsible for the inappropriate behavior of their students.
2). All participants are expected to conduct themselves responsibly; obey city, state and federal laws; and comply with all rules and regulations of Texas State University. Alcoholic beverages are not permitted in university housing at any time, or in any other location on campus.
3). Texas State University is a tobacco-free campus. Smoking and the use of any tobacco products (including electronic cigarettes) will not be allowed anywhere on the Texas State campus.

3. CAMPUS PROGRAM FOR MINORS

A. The purpose of the Campus Program for Minors is to educate employees and sponsors of such programs by establishing requirements relating to sexual abuse and child molestation training and examination. The proposed rules are necessary to comply with Texas Senate Bill (SB) 1414, 82nd Legislature, Regular Session, 2011, which amended Texas Education Code, Section 51.976. All camps, workshops, conferences, etc. which involve minors must comply with these rules; those programs may use one of the following options in order to be in compliance:

1). Choose an already-approved training program for employees; a list of those state-approved programs can be found at https://www.dshs.state.tx.us/cpm/.
2). In addition, a state-approved on-line training program is available through Texas State University. Contact the Conference Coordinator for the website. Verification for each staff member and volunteer will be sent to the Conference Coordinator; however, a complete list of those individuals must be submitted to the Coordinator (see B. below). The website for the Texas State University program is: https://sa.txstate.edu/childprotection/.
3). Develop and get approval of a new training program for employees and volunteers.

B. Verification that completion of an approved training program has been completed for each employee or counselor who will be present during the workshop, camp or conference must be
submitted to DHRL no later than 10 business days prior to the start of the event.

4. PRICING, BILLING, CANCELLATION, PAYMENT

A. Pricing:
   1. Prices for rooms vary and are set by DHRL according to room and residence hall type. Preliminary prices are identified in the reservation request form and are finalized with this contract.
   2. Prices for meal services are determined by University Auxiliary Services. Preliminary prices are identified in the reservation request form and are finalized with the Foodservice Contract.
   3. Prices for additional space needs and services (i.e., meeting rooms, a/v equipment, room set up, athletic fields and facilities, or parking, etc.) are set by the supervising department (i.e., LBJ Student Center, Instructional Technology, Athletics, Parking Services, etc.).

B. Billing: Upon completion of the event, DHRL will prepare an invoice for the Group; that bill will include all housing-related charges for all individual participant housing charges, according to the number of actual rooms/beds used or the guaranteed rooms/beds, whichever is greater, in accordance with this contract, Section 1. In addition, costs for key replacements, repairs for any damages to university facilities during the event, and any other housing facilities or services provided (i.e., excessive trash removal, furniture relocation, etc.). The Group should direct any questions regarding housing billing to the DHRL Conference Coordinator.

   1. Texas State University Auxiliary Services will prepare an invoice for the Group, according to the meal tickets distributed or the guarantee number whichever is greater. The bill will be processed once the camp is complete. The Group should direct any questions concerning dining billing to the Director of Auxiliary Services.
   2. Invoices for charges for additional space needs (outside of DHRL facilities) and services (i.e., meeting rooms, a/v equipment, room set-up, athletic fields and facilities, or parking permits etc.) will be prepared by the supervising department (i.e., LBJ Student Center, Instructional Technology, Athletics, etc.). Questions related to any charges in this category should be addressed to the respective department.
   3. A completed package of all invoices will be sent to the Group billing address within 10 days after the last day of the event.

C. Cancellation: In some cases, cancellation of an event is unavoidable; however, here are the cancellation expectations and costs:
   If necessary, a formal cancellation of the conference will occur if DHRL receives written notice of cancellation from the Group.
   (a) Cancellations must be submitted in writing to the DHRL Conference Coordinator.
   (b) Written requests for a total cancellation of all reserved housing participant rooms received less than 30 business days but more than 10 business days from the start of the event will result in a cancellation fee of 25% of the total housing guarantee number.
   (c) Written requests for cancellation of all reserved housing participant rooms less than 10 business days prior to the event will result in an assessment of the full fee.
   (d) Written requests for cancellation of all catered food and/or meal service must be directed to Chartwells Dining Service/University Auxiliary Services.
D. Payment: DHRL will expect the Group to pay all conference fees within **20 calendar days** of the date on the invoice from the DHRL.

5. MISCELLANEOUS

A. Force Majeure: If performance of this letter agreement is interfered with by reason of any circumstances beyond the reasonable control of the party affected, including without limitation, fire, explosion, power failure or acts of nature; war or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; then the party affected shall be excused from such performance to the extent and for the duration of such interference, provided that the party so affected shall use reasonable efforts to remove promptly such causes of non-performance.

B. Notices: Any notice to be given hereunder shall be given to the Group at the address on this letter agreement and to the DHRL by writing: DHRL Coordinator of Conference Services, Texas State University, 601 University Drive, San Marcos, TX 78666

C. Governing Law: This letter agreement shall be governed by State of Texas laws and this contract is entirely performable in Hays County, Texas.

This letter agreement will be effective when an authorized representative of the Group signs and dates this letter agreement. By signing, the Group representative represents and warrants that he/she has full power and authority to bind the Group in this agreement.

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