

TEXAS  STATE  
UNIVERSITY®

*The rising STAR of Texas*

May 19, 2018

Group Contact  
Name of Group

Dear Group Contact,

Thank you for choosing Texas State University as your conference location. Enclosed you will find the contract for your organization. We ask that you read the contract thoroughly before signing and mailing it back to us. Please remember to include the following items with your signed contract:

- ❖ One copy of your one-time event or comprehensive general liability policy with Texas State University named as “Additional Insured” with a minimum single limit of \$1,000,000 in coverage (see page 2 of the Facilities and Services Agreement)

All of us here at Texas State University are looking forward to having you with us this summer. Please feel free to contact me at any time with your questions.

Sincerely,

Benjamin Underwood  
Coordinator, Housing Camps and Conferences  
512.245.3690  
blu3@txstate.edu

**Texas State University  
Department of Housing and Residential Life  
Housing Camps and Conference  
Facilities & Services Proposal**

Purchaser: **Group**  
Representative(s): **Group Contact**  
Arrival Date: **June 1, 2018**  
Departure Date: **July 31, 2018**

**Lodging Information**

Number of People: **100**  
Number of Beds: **100**  
Hall(s) Used: **Various**  
First Available Check-In Date: **June 1, 2018**  
Final Check-out Date: **July 31, 2018**  
Total Number of Nights: **61**  
Room Charge **\$22.00** per night per person double occupancy  
**\$33.00** per night per person single occupancy

**Facilities Information**

Facilities to be used: **Various Hall** residence hall rooms, lounges, and front desk area for check-in

Estimated Total Package Price: **\$\$\$\$\$\$\$**

# SUMMER 2018 CONFERENCE HOUSING EVENT CONTRACT TERMS AND CONDITIONS

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 preliminary assignments and locations, as outlined in University Policy and Procedure Statement (UPPS) 07.03.02.
  - (a) DHRL reserves the right to change the facility based on the needs of the university for maintenance/space needs. When possible, advance notice will be given, however, the university reserves the right to make changes for unanticipated facility closures.
- 2). The Group will provide the University with a **final** guaranteed number for lodging and food service no later than **ten (10) business days** before the earliest date of arrival. The University will prepare space for that guaranteed number, plus 15%. The charges for which the Group shall be liable will be based on said guaranteed numbers or actual head/room counts, whichever is greater.

The University cannot guarantee availability of facilities, food or lodging in excess of 15% above the said guaranteed numbers for head/room counts and dining counts, respectively.

- (a) Requests for physical accommodations for attendees should be identified as early as possible but no later than with this final guarantee, so as to work together to identify the type of special accommodations needed, and whether available. While DHRL will try to accommodate such accommodations, no guarantees can be made in this regard.
  - (b) Early arrivals, late departures and any other requests relating to housing check-in/out must be noted with this final count. DHRL will try to accommodate attendees who arrive or depart at unscheduled times; however, no guarantee can be made related to available DHRL staff.
- 3). Once the final Guarantee is submitted, changes above the 15 percent variance will result in a one-time charge to the Group of \$25.00 per additional participant to accommodate additional last minute services needed to prepare facilities. 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. (see Appendix A)

## 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. 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. GROUP PERSONNEL PLACED ON CAMPUS

### A. Group will provide representation that it has conducted the following:

- 1). Sex offender and criminal history database searches where any Group officer, employee, representative or similar individual(s) will be placed on the campus working with or around students.
- 2). Group will determine on a case by case basis whether the individual assigned to perform the Work is qualified to perform the services. Group will not knowingly assign any individual who has a history of criminal conduct potentially injurious to a student.
- 3). Group will provide DHRL with a letter signed by an authorized representative of the Group certifying compliance with this Section.

## 4. 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). Alternatively, a state-approved on-line training program is available through Texas State University. Contact the Housing Conference Coordinator for the website. If using this method, be advised that a verification for each staff member and volunteer will automatically be sent to the Conference Coordinator; however, a complete list of those individuals must be submitted to the Coordinator (see B. below).

**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 the Housing Conference Coordinator no later than 10 business days prior to the start of the event.

## **5. 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., DHRL, LBJ Student Center, Instructional Technology, Athletics, Parking Services, etc.).

### **B. Billing:** Upon completion of the event

- 1). 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.
- 2). 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.
- 3). 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.
- 4). 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, if necessary, a formal cancellation of the conference will occur if DHRL receives written notice of cancellation from the Group.

- 1). Cancellations must be submitted in writing to the DHRL Conference Coordinator.

- 2). 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.
- 3). 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.
- 4). Written requests for cancellation of all catered food and/or meal service must be directed to Chartwells Dining Service/University Auxiliary Services.

**D. Payment:** The Group shall pay all conference fees within **20 business days** of the date on the invoice from the DHRL. For State Agencies, The Group shall pay all conference fees in accordance with the Texas Prompt Payment Act, Texas Government Code 2251. All past due amounts shall bear interest at the highest lawful rate until paid

## 6. INSURANCE

**A.** Group agrees to purchase the following General Liability insurance, naming Texas State University as an Additional Insured, with Waiver of Subrogation & 30 Day Notice of Cancellation endorsements:

General Liability of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

**B.** If Group is a governmental agency or school district which is self-insured, it is required to submit a letter to the University stating that fact.

**C.** Cancellation Clause: Should any of the above described policies be cancelled or there is a significant coverage change before the expiration date thereof, the issuing insurer will endeavor to mail (30) days written notice to the Certificate holder name to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

## 7. MISCELLANEOUS

**A.** The University may exercise the following rights:

- 1). To change the facility based on the needs of the university for maintenance/space needs.
- 2). To enter any room for the purpose of inspections, repair, or emergency.
- 3). To reassign participants within a residence hall, after timely notification, or in order to accomplish necessary repairs and renovation to the building.
- 4). To revoke the campus privilege including residency in or utilization of any of its buildings of any occupants whose conduct, solely in the University's opinion, becomes injurious, potentially injurious, disruptive to the academic community, or in violation of University policies.

**B.** Force Majeure: If performance of this contract 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.

**C.** 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

- D. Governing Law:** This contract shall be governed by State of Texas laws and this contract is entirely performable in Hays County, Texas.
- E. Dispute Resolution:** If a dispute or claim arises out of this Agreement, the parties will make a good faith attempt to resolve the issue(s). If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- F. Nondiscrimination:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- G. Indemnification:** To the extent permitted by Texas law, the Group will and does hereby agree to indemnify, protect, defend with counsel approved by university, and hold harmless university and the Texas State University System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "claims") by any person or entity, arising out of, caused by, or resulting from group's performance under or breach of this agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of group, anyone directly employed by group or anyone for whose acts group may be liable.
- H. Contract Subject to all applicable state law -** In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:
  - 1). Whether the provision appears on the face of the Agreement or Contract; or
  - 2). Whether the Agreement or Contract includes any provision to the contrary.

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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Organization/Group Name

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Name of Conference/Camp

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601 University Drive

Billing Address

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San Marcos, TX 78666

City, State, Zip

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Conference Dates

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Organization's Authorized Representative (Printed)

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Organization's Authorized Representative (Signature)

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Today's Date

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TXState Affiliated Department/Office (if different from above)

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TXState Sponsor Name (Printed) (if different from above)

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TXState Sponsor Name (Signature) (if different from above)

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Today's Date

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Benjamin L. Underwood  
Coordinator, Housing Camps and Conferences  
Texas State University

## Appendix A: Example Guarantee and Billing Calculations

<b>Example 1</b>	<b>#</b>	<b>Rate</b>	<b>Additional one-time charge per bed over guarantee</b>	<b>Total</b>
Guarantee	200	\$20.00		
Bed's prepared	230			
Actual attendees	200			
Charged	200	\$20.00	\$ -	\$ 4,000.00

<b>Example 2</b>	<b>#</b>	<b>Rate</b>	<b>Additional one-time charge per bed over guarantee</b>	<b>Total</b>
Guarantee	200			
Bed's prepared	230			
Actual attendees	230			
Charged	230	\$20.00	\$ -	\$ 4,600.00

<b>Example 3</b>	<b>#</b>	<b>Rate</b>	<b>Additional one-time charge per bed over guarantee</b>	<b>Total</b>
Guarantee	200			
Bed's prepared	230			
Actual attendees	250			
Charged	250	\$20.00	\$25.00 x 20 beds	\$ 5,500.00

Explanation of Example Charges:

In examples 1 and 2 the group is charged only for the beds used since the group is within the 15% overage. In example 3 the group is charged an additional \$25 one-time fee for every bed above the 115% of the guarantee number (230 beds)