

Conference Housing Agreement

LEGAL GROUP NAME

GROUP CONTACT

ADDRESS

Contract Date: **DATE**

AGREEMENT

This Agreement is entered into between the Trustees of the California State University by San José State University, hereinafter called “University,” and **LEGAL GROUP NAME**, hereinafter known as “Purchaser,” for the purpose of leasing housing space.

I acknowledge receipt of the Conference Housing Agreement. I further acknowledge that I am authorized to execute this Agreement on behalf of the organization known as Purchaser. Purchaser and the University agree to adhere to the terms and conditions set forth in the Conference Housing Agreement.

Check In Date: **DATE** Check Out Date: **DATE**

Check In Time: **TIME** Check Out Time: **TIME**

ESTIMATED FEES

	Quantity of Beds	Number of Nights	Rate	Total
Double Spaces			\$ /night	\$
Single Spaces			\$ /night	\$
Other Charges				\$
Meals	Breakfast	Lunch	Dinner	
	@ \$8.30 each	@ \$10.35 each	@ \$12.45 each	
			Meal Tax	n/a
Total Rooms: <#> double, <#> singles		Total Cost	\$	
		Deposit Required 10% of total	\$	

30 DAYS AFTER CONTRACT DATE (CONTRACT/DEPOSIT): DATE

1. The Purchaser shall pay the university a confirmation deposit of 10% of the total estimated cost to confirm the initial reservation and submit together with the signed contract. Deposits are final and will not be refunded for any reason, including cancellation at any time.
2. Deposit and signed contract must be received by the University by 30 days from the date of this contract. Failure by the Purchaser to submit timely deposit may result in a loss of guarantee of conference housing and services.
3. All Checks must be made payable to: San José State University Housing. Payments should be sent to Conference Housing Program, One Washington Square, San José, CA 95192-0133.

60 DAYS PRIOR TO ARRIVAL (CANCELLATION): DATE

1. If the Purchaser cancels this agreement in writing sixty (60) days or more prior to arrival date, Purchaser agrees to forfeit the deposit previously made, but will not be held liable to the University for remaining costs.
2. If the Purchaser cancels this agreement in writing within sixty (60) days of the arrival date, Purchaser agrees to forfeit deposit previously made. Purchaser will be billed for any costs incurred prior to cancellation.
3. In the event that the University is unable to accommodate part or all of the facilities or services specified in this agreement, the University shall give prompt notice to the Purchaser.

30 DAYS PRIOR TO ARRIVAL (INSURANCE/FULL PAYMENT): DATE

1. By thirty (30) days prior to arrival, the Purchaser must provide to the University all overnight accommodations, meal, and meeting space requirements, any special services needed for disabled participants, and any other special requests, such as single gender halls, first floor rooms, parking needs, etc.
2. The Purchaser's Guaranteed Minimum Numbers for housing, meeting space and equipment will be the basis for billing. No deductions for participants who depart early or no-shows will be made.
3. Guaranteed Minimum Numbers for housing must be at least ##, 80% of the attendee numbers in the Estimated Fees section of this Agreement. Thus purchaser will be responsible for paying at least 80% of the total estimated fees, at the minimum.
4. If Guaranteed Minimum Numbers are not provided in writing by 30 days prior to arrival, group will be responsible for total amount in this contract, **\$TOTAL AMOUNT**. **Initial_____**
5. Any changes to the contract, or cancellations, must be done in writing 30 days or more prior to arrival date, or Purchaser will be held liable for all costs in this contract, **\$TOTAL AMOUNT**.
6. The Purchaser must make Full Payment to the University of the remaining balance by 30 days prior to arrival. Full Payment is the cost of services for the Guaranteed Minimum Numbers (80% of this contract or greater) minus the deposit previously paid. Failure by Purchaser to make Full Payment by 30 days prior to arrival may result in a \$100 per day late fee assessment. *No participant will be allowed to check in if full payment has not been made.*
7. The University requires a Certificate of Insurance at least 30 days prior to arrival that insures the Purchaser for the period of the conference program and includes a minimum \$2,000,000 liability coverage provision. (Insurance is not required from SJSU on-campus groups). Certificate of Insurance must include the following statement: "University Housing Services of San José State University, San José State University, the State of California, the Trustees of the California State University, and all of their other department, boards, commissions, officers, employees, agents, contractors, and invitees are hereby added as additional insured." Certificate of Insurance must provide for Acceptability of Insurers rating, AM Best- AVII. Failure by the Purchaser to submit Certificate of Insurance may result in a loss of guarantee of conference housing and services.
8. Buses are not allowed to park on the main SJSU campus. University must be notified of bus parking needs by 30 days prior to arrival so appropriate arrangements may be made.

14 DAYS PRIOR TO ARRIVAL (MEAL Counts): DATE

1. The Purchaser must provide a list of final meal counts, including each meal on each day and how many people will be attending the meals. This must be provided to the Conference Housing Office no later than 14 days prior to arrival, in the format/file provided. Failure by the Purchaser to submit necessary attendee information in the proper format may result in a \$50 per day late fee. **Initial_____**

7 DAYS PRIOR TO ARRIVAL (ROSTER/FORMS): DATE

1. The Purchaser must provide a roster of attendees, and room assignment information, for the conference to the Conference Housing Office no later than 7 days prior to arrival, in the format/file provided. Failure by the Purchaser to submit necessary attendee information in the proper format may result in a \$50 per day late fee. **Initial** _____
2. Purchaser must also submit all Group Behavior agreement forms signed by the group leader/director to the Conference Housing office no later than 7 days prior to arrival.
3. Any subsequent additions to this agreement must be made no later than 7 days prior to arrival date. Any additional requests made after signing this agreement are not guaranteed and those additions granted will result in additional charges.
4. Cancellation less than 7 days prior to arrival will result in forfeiture of Full Payment.

CHECK IN (KEYS/LINEN/DAMAGES): DATE

1. At check in, all keys and access cards must be signed out to guests, individually, by a SJSU staff member, at a designated time and location.
2. At check in, Purchaser, along with the Conference Coordinator, Assistant Director for Administrative & Conference Services, or Conference Assistant Lead, must review and sign the Regulations Agreement.
3. All participants must complete a registration card in order to receive their keys.
4. Linen, if applicable, will be left on the beds in each room.
5. Purchaser is invited to arrange a room condition walk through with a staff member. If Purchaser chooses not to do walk through, University's documentation will be used for damage assessment.

CHECKOUT (KEYS/LINEN/DAMAGES): DATE

1. At checkout, all keys and access cards must be returned to a SJSU staff member. Any keys/access cards not returned by 11:00 a.m., or designated time, on the checkout date will be considered lost. A \$75 per lost room key and \$25 per lost building access card charge will be assessed.
2. All participants must be checked out and be out of the buildings by 11:00 a.m. on the date of checkout unless otherwise noted on this agreement. Late checkout will cause an additional night charge per participant remaining late.
3. Linen should be left on the beds in each room. Missing linen will be charged at \$10.00 per sheet/towel/case and \$15.00 per pillow or blanket.
4. Purchaser is invited to arrange a room condition walk through with a staff member. If Purchaser chooses not to do walk through, University's documentation will be used for damage assessment.

30 DAYS AFTER CHECK OUT (FINAL BILLING/REFUNDS): DATE

1. If, for any reason, further charges are assessed after Full Payment is made, remaining payment must be submitted within 30 days of bill's receipt.
2. Purchaser is responsible for any taxes assessed and/or required to be collected by the University.
3. Purchaser must contest any charges within 30 days of the end of the event, after which all charges will be considered valid and due for payment by the Purchaser. In the event that specific charges are contested, non-contested charges must be paid within 30 days of bill's receipt.
4. If payment in full is not received by the due date and the debt is referred to a private collection agency, purchaser is responsible for paying any reasonable collection costs.
5. Refunds: Unused portions (rooms and linen) of housing services after Full Payment are nonrefundable except in cases of serious emergency. Refund requests must be made in writing and to the attention of the Assistant Director for Administrative and Conference Services.

CONDITIONS FOR MINOR GUESTS (those under the age of 18)

1. Purchaser shall collect and furnish upon request emergency information including copies of medical waivers and parent/guardian contact information for each minor participant.
2. Purchaser shall provide contact information for all staff/volunteers providing supervision at check-in.
3. A minimum of one live-in chaperone per 10 conference participants who are under the age of 18 must be provided.
4. If University determines that inadequate supervision is provided for minors, University may provide additional supervision. Purchaser will be assessed a \$100/hour charge for this service.
5. Personnel Background Checks. Purchaser acknowledges University's requirement that Purchasers hosting conferences on campus must obtain Live Scan fingerprints and complete background checks for all staff associated with the Purchaser and group. Purchaser is solely responsible for the process and collection of information for all background checks. All

expenses associated with Live Scan shall be borne by the Purchaser. University keys will not be released until the clearance is received.

6. The state of California requires that at least one employee, lead contractor or supervisor who provides direct, on-site supervision of the activity qualifies as a mandated reporter under CANRA and has signed a Statement Acknowledging Requirement to Report Child Abuse.

Initial _____

GENERAL TERMS

1. By signing below, the Purchaser accepts the terms of this contract as outlined in this document and on the attached agreements, agrees to abide by all federal, state, county and city laws, and University rules, regulations, policies and procedures, and has read and agrees to all terms and provisions contained in this contract.
2. Pets are not allowed in the residence halls at anytime.
3. All University buildings are designated as a no-smoking facility and Purchaser agrees to enforce such policy.
4. In accordance with accepted standards for fire safety, Purchaser agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. Purchaser shall not obstruct any entries, passages, sidewalks, doors, passageways, and all openings or ways of access to public utilities of the premises.
5. Purchaser shall use said facility only for the purpose specified [in the reservation request]. The Purchaser agrees that the facility shall not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or of this STATE by force or any other unlawful means.
6. Purchaser shall be responsible for all damages or injury to, or loss of, any property provided under this contract, and property not specified in this contract, resulting from negligence and/or intentional acts of persons associated or not associated with this conference or program. Purchaser may complete a facility condition walk through with staff to document any pre-existing damages if requested.
7. Purchaser will defend the State of California, Trustees of the California State University, San José State University and their offices, agents and employees against any suit, action, cause of action or claim arising out of or based upon the performance, interpretation or any other matter related to this Agreement. Purchaser hereby agrees to hold harmless and indemnify the State of California, Trustees of the California State University, San José State University and their officers, agents and employees from any loss, damage or liability including all claims of any nature caused by the negligence and/or willful misconduct of the Purchaser and its officers, agents, employees or assigns in connection with the exercise of this Agreement or use of the areas specified. Purchaser agrees that any settlement, award or judgment that exceeds the required insurance policy limit set forth in this Agreement will be the exclusive responsibility of the Purchaser.
8. All conference guests who will be parking a car on campus MUST have a valid parking permit. Permits should be requested in advance and permit rates vary based on duration and location (for more information: <http://www.sjsu.edu/parking/>). Permits for the 7th Street Garage will be available at check in for approximately \$10.00 a day, or approximately \$21.00 for weekly parking. Rates subject to change. For groups staying in Campus Village, parking is available in the Campus Village garage for \$11.00 a day, or \$50.00 per week. The permit must be placed in vehicle immediately and remain visibly posted during the remainder of the campus stay. Conference guests must adhere to all SJSU parking policies and will be responsible for paying any parking fines that are assessed for policy violations during their campus stay. University is not responsible for any damage to or theft of vehicles parked in a campus lot. Bus loading and unloading should be done on San Salvador Street near Duncan Hall.
9. University reserves the right to cancel a reservation or an event when unusual circumstances exist or at any time when circumstances are such that the event will present a clear and present danger to the orderly operation of the University.
10. In the event of disaster or other condition beyond the control of the University that would render the planned facilities inoperable or not suitable for use, the University shall be released from any responsibility to provide services and shall bear no liability for any damage, loss, or other cost resulting from the unavailability of the planned facilities, and in such event Purchaser's deposit(s) shall be returned.
11. In the event Purchaser violates any of the terms of this agreement, University may terminate this agreement.
12. Purchaser agrees to be responsible for the actions and behavior of participants and provide sufficient supervision of minors. Purchaser or its agent will be responsible for the care of a minor in case of an emergency. Purchaser agrees to possess a valid consent to participate in Purchaser's activities for each minor signed by the minor's parent or legal guardian. If the consent is incomplete or invalid, Purchaser agrees to hold the University harmless as if a valid consent was possessed.
13. Purchaser agrees to provide the University with references if requested.
14. University reserves the right to assign resources at its discretion. Purchaser cannot be guaranteed exclusive use of any facility or resource nor guaranteed that any special requests will be fulfilled.

15. This contract and its attachments must be signed by the Purchaser and returned to the University, along with a 10% deposit by 30 days after date of contract or the contract will be considered void. Facilities, services, and rates are valid only if contract is signed by the Purchaser in accordance with this Agreement.
16. Campus room reservations can be facilitated by the Conference Housing Office, but do require a separate contract & fees.

We, the undersigned, do hereby enter into this agreement for conference housing and services with University Housing Services at San José State University as witnessed by our signatures below. The party signing on behalf of Purchaser hereby certifies that he/she is legally authorized by the Purchaser to sign this agreement on behalf of the Purchaser and bind it to terms herein and payment therefore.

On Campus groups please complete:

SJSU Billing (*circle*)
 Foundation General Fund
 Trust Other _____

Acct No _____

Acct No _____

RECOMMENDED FOR APPROVAL:

 Rachel Delucchi Leo Young
 San José State University San José State University

PURCHASER:

The minimum amount Purchaser will remit to University is \$.

Signing this contract binds the Purchaser to remit at least this amount unless

 Authorized Purchaser Representative (Print) Title

 Signature Date

 Tax ID or Social Security Number (required)

APPROVED:

 Matt Rees Date

Interim Director, University Housing Services, San José State University

Office Use Only
 Vendor Number

 Date Received.

Contract & Purchasing Services, Date
 San José State University

**ADDENDUM A
DINING COMMONS
SPARTAN SHOPS, INC.
SAN JOSE STATE UNIVERSITY
SUMMER CONFERENCE DINING SERVICES**

Name of Group:
Name of Contact:
Phone:
Email:

On-site Responsible Party

Name of Contact:
Phone:
Email:

I. DINING SERVICE

A. All meals served in the Dining Commons are cafeteria. The Dining Commons does not generally take special dietary needs into consideration while creating menus. If you have any questions or concerns in regards to any dietary needs or about our menus, please feel free to contact us. If we are closed during your visit, we will contact you to discuss other options, such as boxed lunches or meals at other eateries on campus.

B. Meal Passes

All participants will be given a Dining Commons Meal card. This will allow all participants to access the building for each meal period. Each group will be allotted their total number of meals during their stay on their individual card. There is a \$15.00 charge for each lost card which will be added to the group's final invoice.

We will need to meet with the group leader and/or onsite responsible party *before* meals commence. No meals will be served without pre-meeting. We will also need to meet with the group leader after their last meal to go over the group's total billing.

C. Standard Meal Times

Special meal time requests will be considered on a case-by-case basis. If you do not have any special meal time requests, the standard meal times are as follows:

Breakfast	7:00 AM – 8:30 AM
Lunch	11:30 AM - 1:00 PM
Dinner	5:00 PM – 6:30 PM

D. Meal Prices

The standard prices per person for each meal period are as follows:

Breakfast	\$8.30
Lunch	\$10.35
Dinner	\$12.45

E. Guarantee

Please indicate your guaranteed number of persons/per-meal/per-day for up to one week. Should your conference group go beyond one week, please attach an additional document in the same format and submit it with the contract.

Dates: / / / / / / /

Breakfast:							
Lunch:							
Dinner:							

Total guaranteed number of meals: Breakfast _____ Lunch _____ Dinner _____

You will be charged for your total guaranteed guest count. Any guest count changes within 10 days prior to your visit will incur a 15% surcharge on all affected meals. **No changes or adjustments within 72 hours prior to your visit will be accepted.** If the Dining Commons total number of guests for a particular meal period is less than 40, the Dining Commons will be closed. You will be contacted prior to that meal period(s) to discuss other options such as boxed lunches.

Initials _____ Date _____.

II. SAMPLE MENUS

Please select the sample menu that will most closely define what the meal requirement of the group will be. If there is no preference, please select both. 10% of meals served will be vegetarian. If you would like to request additional vegetarian options, please contact the Dining Commons directly at (408) 924-1740.

Sample Children's Daily Menu (Fresh Fruit and Salad are included in all Lunch and Dinner Service)

Breakfast Sample

Cold Cereal/Oatmeal
Scrambled Eggs
Pancakes/French Toast
Breakfast Potatoes
Bacon/Sausage

Lunch Sample

Sloppy Joes/Grilled Cheese
French Fries/Onion Rings
Hot Dogs/Hamburgers
Pizza
Mac & Cheese

Dinner Sample

Fried Chicken
Mashed Potatoes & Gravy
Biscuits
Pasta
Garlic Bread

Sample Adult Daily Menu (Fresh Fruit and Salad are included in all Lunch and Dinner Service)

Breakfast Sample

Cold Cereal/Oatmeal
Fresh Fruit
Bagels/Muffins
Eggs (Scrambled & Hard Boiled)
Sausage with peppers and onions
Biscuits and Gravy

Lunch Sample

Create your own burrito
Club Sandwich
Asian Appetizer
Beef Stir Fry
Chow Mein

Dinner Sample

Thai Chicken & Tofu Skewers
Fried Rice/Jasmine Rice
Pesto Cheese Manicotti
Steamed Vegetables
Garlic Bread

III. SPECIAL MEALS/CATERED FUNCTIONS

Special meals including banquets, box lunches, and continental breakfasts are available. Please contact the Dining Commons for any special accommodations. Requests must be made no less than 10 days in advance. Prices will be quoted on an individual basis and be made a part of this contract.

IV. SUPERVISION

Adult (over 17 years of age) supervision is required in the Dining Commons with any minor guests (under 18). There must be one adult staff member for every ten minor attendees in the Dining Commons to supervise behavior.

V. MISCELLANEOUS

Contractee agrees to abide by all standard policies and regulations established by Spartan Shops. **NO REFUNDS FOR ANY MISSED MEALS WILL BE GRANTED.**

Initials _____ Date _____.

VI. ANY DEVIATION FROM THE AGREED UPON SERVICE IN THIS CONTRACT MUST BE APPROVED BY SPARTAN SHOPS INC. WITH NO LESS THAN 10 DAYS ADVANCE NOTICE.

Initials _____ Date _____.

Should you have any questions please contact the Dining Commons Directly
Dining Commons Main Line – 408-924-1740
Dining Commons Manager – 408-924-1734