

Conference Housing Agreement

LEGALGROUPNAME

GROUPCONTACT

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 **LEGALGROUPNAME**, hereinafter known as "Purchaser," for the purpose of leasing housing space and coordinating other campus facility leases and services.

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. Initial _____

Arrival Date - Time: **DATE- TIME**

Checkout Date - Time: **DATE- TIME**

ESTIMATED FEES

The fee breakdown below is only an estimate used to calculate total cost to Purchaser. Purchaser is required to pay for all services rendered by University and/or at least 80% of contracted housing total(s) below. Costs may increase and additional amounts may be owed after services are rendered. University only guarantees Purchaser the maximum amount of housing spaces cited below. Campus meeting/event space is not guaranteed until a separate agreement is executed. Initial _____

HOUSING	Quantity of Beds	Number of Nights	Rate	Total
Double Bed Spaces			\$RATE/night	\$
Single Bed Spaces			\$RATE/night	\$
Other Spaces/Fees				\$
Total Rooms: <#> doubles, <#> singles		TOTAL HOUSING COST		\$
		Deposit Required (10% of total)		\$
CAMPUS MEETING/EVENT SPACE				
CLASSROOMS	Number of Days	Number of Hrs./Day	Rate	Total
				\$
OTHER SPACES	Number of Days	Number of Hrs./Day	Rate	Total
				\$
Grand Total Cost*			\$	
*Grand Total Cost reflects an <i>estimate</i> of total services and accommodations requested/contracted.				

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

1. If Purchaser elects to utilize Registration Management services, Purchaser will be responsible for costs associated with such services elected from the Registration Management fee structure outlined below.

<u>Registration Management Fee</u>	<u>Fee Amount</u>	<u>Registration Management Fee</u>	<u>Fee Amount</u>
Less than 30 participants	\$250.00 (flat rate)	Registrant Fee	\$5.00 (per registrant)
31-50 participants	\$400.00 (flat rate)	Parking (optional)	\$50.00 (flat rate)
51-70 participants	\$550.00 (flat rate)	Linen Packets (optional)	\$50.00 (flat rate)
71 or more participants	\$700.00 (flat rate)		

2. Purchaser must submit all applicable regulations and agreements (reference addenda A-E) signed by the group leader/director to the Conference Services office no later than thirty (30) days from the date of this contract.
3. The Purchaser shall pay the University a confirmation Deposit comprised of 10% of the total estimated housing fees plus all Registration Management flat rate fees (if applicable) 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 (Deposit may be waived for SJSU on-campus groups).
4. Deposit and signed contract must be received by University no later than thirty (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.
5. All Checks must be *made payable to: San José State University Housing*. Payments should be addressed as follows:
Conference Services
One Washington Square
San José, CA 95192-0133

60 DAYS PRIOR TO ARRIVAL (CANCELLATION & INSURANCE): 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 responsible and 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.
4. The University requires proof of insurance in the form of a Certificate of Insurance at least thirty (30) days prior to arrival that must insure the purchaser for the period of the conference program and include at minimum \$2,000,000 per occurrence limit of general liability coverage and at minimum \$1,000,000 per occurrence limit or \$2,000,000 aggregate limit of abuse and molestation coverage. Certificate of Insurance must provide for Acceptability of Insurers rating of AM Best A-VII. (Insurance is not required from SJSU on-campus groups). An additional insured endorsement is required and must include the following wording: "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." Failure by the Purchaser to submit Certificate of Insurance and additional insured endorsement may result in a loss of guarantee of conference housing and services.

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30 DAYS PRIOR TO ARRIVAL (GUARANTEED MINIMUM NUMBERS): DATE

1. By thirty (30) days prior to arrival, the Purchaser must provide to the University all overnight accommodations, meal, and meeting and event space requirements, any special services or accommodations needed for disabled participants or other accessibility needs, and any other special requests, such as single gender halls, gender inclusive housing/restrooms, 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 **80PercentOfTotalBeds**, 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 thirty (30) days prior to arrival, group will be responsible for the total estimated housing fees in this contract, **\$TotalHousingCost.** Initial_____
5. Any changes to the contract, or cancellations, must be done in writing thirty (30) days or more prior to arrival date, or Purchaser will be held liable for all costs in this contract, **\$TotalHousingCost.**
6. Buses are not allowed to park on the main SJSU campus. University must be notified of bus parking needs by thirty (30) days prior to arrival so appropriate arrangements may be made.

14 DAYS PRIOR TO ARRIVAL (MEALS & PAYMENT): DATE

1. Pursuant to the attached Summer Conference Dining Services Agreement (Addendum E), the Purchaser will coordinate meal services directly with a Dining Services representative (contact information provided in Addendum) including preferred meal option(s) and daily guaranteed numbers. Addendum E must be completed and included with this entire agreement when returned in order for the agreement to be considered complete. After submission, Dining Services will be the key point of contact for all meal services until the delivery of the final invoice (including all charges for housing, dining, meeting spaces, etc.) by Conference Services.
2. Pursuant to the attached Summer Conference Dining Services Agreement (Addendum E), 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 Dining Services representative and Conference Service office no later than fourteen (14) days prior to arrival (unless otherwise indicated in Addendum E), in the format requested. Failure by the Purchaser to submit necessary attendee information by the specified deadline and in the proper format may result in surcharges applying to all meals.
3. The Purchaser must make Full Payment to the University of the balance remaining after deposit no later than fourteen (14) 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 fourteen (14) days prior to arrival may result in a \$100.00 per day late fee assessment. ***No participant will be allowed to check in if full payment has not been made.*** Initial_____
4. University will provide an empty, fillable participant room assignment roster and floor plan to Purchaser fourteen (14) days prior to arrival.

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5. The Purchaser must submit all meeting/event space reservations and changes, including complete access times and space setup details, no later than fourteen (14) days prior to the respective meeting/event. Any changes to meeting/event space reservations within fourteen (14) days of the meeting/event and any cancellations of submitted meeting/event space reservations will be subject to the following late change & cancellation fee structures.

<u>Change Date</u>	<u>Fee Amount</u>	<u>Cancellation Date</u>	<u>Fee Amount/Percentage</u>
14+ Days Prior to Event Date	No fee	14+ Days Prior to Event Date	\$50.00 flat rate fee
3-13 Days Prior to Event Date	\$50.00/change	7-13 Days Prior to Event Date	50% of total estimated charges
		3-6 Days Prior to Event Date	75% of total estimated charges
Less Than 72 Hours Prior to Event Date	No changes accepted	Less Than 72 Hours Prior to Event Date	100% of total estimated charges

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

Initial _____

- The Purchaser must provide a roster of attendees, and room assignment information, for the conference to the Conference Services office no later than seven (7) days prior to arrival, in the format/file provided. Failure by the Purchaser to submit necessary attendee information in the proper format on time may result in a \$50.00 per day late fee.
- Any changes to the roster of attendees requested within seven (7) days of arrival are not guaranteed to be accommodated. Purchaser will be charged a late change fee of \$10.00 per change for any accommodated changes to the roster of attendees requested within seven (7) days of arrival. I.E. if Purchaser requested room assignment changes for 10 participants, Purchaser would be charged \$100.00 for these changes if accommodated (10 changes multiplied by \$10.00 per change totals to \$100.00 in late change fees).
- Any subsequent additions to this agreement must be made no later than seven (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.
- Cancellation less than seven (7) days prior to arrival will result in forfeiture of Full Payment.

Initial _____

Initial _____

ARRIVAL (KEYS/LINEN/DAMAGES): DATE

- At check in, all keys and access cards must be signed out to guests, individually, by a SJSU Conference Services staff member, at a designated time and location, unless otherwise arranged by the Purchaser and approved by a SJSU Conference Services staff member.
- All participants/guests must complete a registration card in order to receive their keys.
- Linen, if applicable, will be left on the beds in each room prior to the Purchaser's arrival.
- Purchaser is invited to arrange a room condition walkthrough with a Conference Services staff member. If Purchaser chooses not to do walkthrough, University's documentation will be used for damage fees assessment.
- All conference group participants, staff, guests, and/or other affiliates staying overnight in the residence halls must attend a group welcome & orientation meeting, facilitated by a Conference Services professional staff member, within 24 hours of their arrival.

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CHECKOUT (KEYS/LINEN/DAMAGES): DATE

1. At checkout, all keys and access cards must be returned to a SJSU Conference Services staff member. Any keys/access cards not returned by 11:00 a.m., or otherwise designated time, on the checkout date will be considered lost. Purchaser will be responsible for paying \$75.00 per lost room key and \$25.00 per lost access card.
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. Purchaser will be charged an additional night charge per participant checking out past this checkout time. Initial _____
3. Linen should be left on the beds in each room. Purchaser will be responsible for paying for missing linen which 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 walkthrough with a staff member. If Purchaser chooses not to do walkthrough, University's documentation will be used for damage fees assessment. Initial _____

30 DAYS AFTER CHECKOUT (FINAL BILLING/REFUNDS): DATE

1. A Final Invoice containing all Purchaser charges and payments will be delivered by University to Purchaser within fourteen (14) days of checkout.
2. If, for any reason, further charges are assessed after Full Payment is made, or any balance remains outstanding, Purchaser must submit payment for remaining balance within thirty (30) days of receipt of the Final Invoice.
3. Purchaser is responsible for any taxes assessed and/or required to be collected by the University.
4. Purchaser must contest any charges within thirty (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 thirty (30) days of receipt of the Final Invoice.
5. 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.
6. Refunds for unused portions of housing services (bedrooms and linen) will only be approved up to the amount that requires Purchaser to have paid for the minimum amount required by this contract (80% of Total Housing Cost). No refunds are available for any used services or facilities, except in cases of serious emergency. Refund requests must be made in writing and to the attention of the Conference Coordinator or 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 signed release of liability waivers, emergency medical and contact information including parent/guardian contact information to be obtained from the parents of each minor participant.
2. Purchaser shall collect and furnish upon request signed Minor Participation Agreement (Addendum D) to be obtained from the parents of each minor participant. If the consent is incomplete or invalid, Purchaser agrees to hold the University harmless as if a valid consent was possessed.
3. Purchaser or its agent will be responsible for the care of a minor in case of an emergency.
4. Purchaser shall provide upon arrival contact information for one staff person to be contacted in regards to any issues or needs with minors and all staff/volunteers providing supervision (i.e. chaperones).
5. A minimum of one (1) live-in chaperone per ten (10) conference participants who are under the age of eighteen (18) must be provided and should be present at all times with minors when on campus and/or using any provided services or facilities.
6. If University determines that inadequate supervision is provided for minors, University may provide additional supervision. Purchaser will be assessed a \$100.00 per chaperone per hour charge for this service.
7. Purchaser acknowledges University's requirement that Purchasers hosting conferences on campus must obtain a Full Criminal Background Check (through seven (7) years prior to Arrival Date; see above) 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 background checks shall be borne by the Purchaser. University keys will not be released until the Purchaser confirms clearance of all staff background checks in writing with the University.
8. The state of California requires that at least one employee, lead contractor or chaperone 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. Animals are not permitted to visit or live in the residence halls, with the exception of service animals approved by Conference Services staff. Guests requiring a service animal with them must notify: 1) their group leader prior to rooming assignments being made, and 2) Conference Services staff prior to the group's arrival. Such guests must possess documentation clarifying the work or task the dog has been trained to perform, only to be furnished to Conference Services upon request. Guests requiring an emotional support animal (ESA) should contact the Housing Behavioral Case Manager through the Housing Office. Documentation will be required and should contain the following information: diagnosis, how the ESA supports the individual's functional limitations, how long the treating professional has been working with the individual, and the license number of the treating professional.
3. University is a completely tobacco-free campus. Tobacco products, including but not limited to cigarettes, hookah, chewing tobacco, smokeless tobacco, vape pens and e-cigarettes, are not be permitted in or outside any buildings, including residence halls, the Event Center and those on South Campus, or in parking areas.
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 California 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 walkthrough 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 arrival for approximately \$10.00 a day, or approximately \$21.00 for weekly parking. Parking is available in the Campus Village garage for \$11.00 a day, or \$50.00 per week. Parking rates are subject to change. 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 all participants and provide sufficient supervision of minors.
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 thirty (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 meeting and event space reservations can be facilitated by Conference Services, but do require a separate agreement & fees.

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We, the undersigned, do hereby enter into this agreement for Conference Housing 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.

PURCHASER:

The minimum amount Purchaser will remit to University is \$80pctTotalHousingCost.

Signing this contract binds the Purchaser to remit at least this amount unless cancelled per above.

Authorized Purchaser Representative (Print) Title

Authorized Purchaser Signature Date

Tax ID or Social Security Number (required)

On Campus groups please complete: SJSU Billing (circle account type below)

General Fund Tower Foundation Research Foundation Trust Other _____

Account String _____

RECOMMENDED FOR APPROVAL:

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

APPROVED:

Kevin Kinney Date
Director, University Housing Services
San José State University

Contract & Purchasing Services, Date
San José State University

Office Use Only
Date Received.

Addendum A
University Housing Conference Services
Group Housing Regulations

- 1) All guests, including Intern Housing guests and Conference Group guests and attendees, must comply with all applicable federal, state and local laws and all University statutes and regulations while on our campus.
- 2) **Damage Responsibility**
 - a) *Conference Groups* – The Conference Group Leader is responsible for all damages caused by its adult attendees. Should damages occur, SJSU will provide an opportunity for your representative to confirm them. San Jose State University will also provide information concerning the location of the damages and, if possible, the date and time they occurred.
 - b) *Intern Housing/Athlete Housing* – The Intern Housing or Athlete guest is responsible for any damages that may occur in the room assigned to them.
- 3) All emergency medical arrangements must be clearly defined for the guests/attendees prior to the guest's/group's arrival date. A copy of these arrangements needs to be provided to Conference Services.
- 4) Conference Services staff of both genders (male & female) may reside on each/any floor in any residence hall and will conduct rounds nightly on every occupied floor of every occupied residence hall.

****Please refer to the Conference Services Guest Guide for more information on policies and procedures.****
- 5) **Emergency Communication:** Up-to-date emergency information can be found on ww.sjsu.edu and by calling the Emergency Hotline at 408-924-SJSU.
- 6) **Keys & Access Cards** checked out to guests are that guest's responsibility and are not to be given to anyone else for any reason. Room switching is not permitted. All room changes must be coordinated and overseen by Conference Services staff.
- 7) **Building & Floor Access:** Guests/groups are not permitted to access any floors or buildings they are not residing on or in*. All guests and group participants must remain on their assigned floors and/or common/lobby floors at all times when present in their assigned building. **Groups with facility reservation(s) in other buildings/floors may access those buildings/floors during the time(s) of their reservation(s).*
- 8) **Alcohol:** California State Law prohibits alcoholic beverages from being sold, furnished, or given to any person under the age of 21. A guest who is at least 21 years of age that elects to consume alcohol in his or her room must do so with door closed and without anyone under 21 years of age in the room, including their other roommate. In addition, no possession, transportation (in plain view), or consumption of open containers of alcoholic beverages will be allowed in public or common areas by any person regardless of age. Kegs or other "common source" containers such as party balls or beverage coolers used as mixing units are prohibited in the residence halls.
- 9) **Minors:** All group participants, guests, or other affiliates under the age of 18, i.e. minors, are required to be supervised *at all times* by trained, group staff adult chaperones at a ratio of at least 1 adult chaperone for every 10 minors. SJSU Conference Services *recommends* that groups do not assign minors to bedrooms shared by any adult or a minor of the opposite gender.
- 10) **Bathrooms:** Bathrooms are designated male, female, or gender inclusive. Each guest must adhere to the posted gender designation of each bathroom. Guests are expected to assist in maintaining sanitary bathroom conditions.
- 11) **Quiet Hours:** Guests must adhere to the following Quiet Hours:

Sunday – Thursday 10:00 p.m. – 8:00 a.m. Friday – Saturday 12:00 a.m. – 10:00 a.m.

Individual groups can be more restrictive in setting hours. The enforcement of these hours is the responsibility of the sponsoring organization. The San Jose State University Conference Services Staff may be available to assist with enforcement.
- 12) **Courtesy Hours:** Courtesy Hours are in effect 24 hours a day, 7 days a week. During these times, guests may play their music and talk in the hallways. However, any guest may request that another guest or group of guests cease any activity which is interfering with their ability to study, rest, or enjoy the community.

- 13) **Bicycles:** Bicycles may be stored in designated storage racks; but, they cannot be stored in stairwells, under trees or the hall grounds or other common areas. Bicycles found in these areas will have a padlock placed on them or will be removed by UHS. There is a \$30.00 fee to have the lock removed. Bike riding is not allowed in the residence halls.
- 14) **Animals:** Animals are not permitted to visit or live in the residence halls, with the exception of service animals approved by Conference Services staff. Guests requiring a service animal with them must notify: 1) their group leader prior to rooming assignments being made, and 2) Conference Services staff prior to the group's arrival. Such guests must possess documentation clarifying the work or task the dog has been trained to perform, only to be furnished to Conference Services upon request. Guests requiring an emotional support animal (ESA) should contact the Housing Behavioral Case Manager through the Housing Office. Documentation will be required and should contain the following information: diagnosis, how the ESA supports the individual's functional limitations, how long the treating professional has been working with the individual, and the license number of the treating professional.
- 15) **Combustible Material Storage:** The storage of combustible materials (gasoline, paint thinner, etc.) within the residential facility, including guest rooms, is not permitted.
- 16) **Cooking:** Cooking is allowed in common area kitchens. Cooking is not permitted inside guest rooms; this includes using hot plates or other similar appliances. Microwaves may be used for warming food.
- 17) **Dangerous Items:** Guests shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons or any other material or instrument which, in the opinion of University authorities, poses an unreasonable risk of damage or injury. Guests in possession of these items are subject to immediate revocation of license.
- 18) **Drugs:** The use, possession or sale of any illegal drug or substance is prohibited and will result in removal from campus.
- 19) **Open Flame:** No open flames are permitted in the residence halls. This includes, but is not limited to, candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior approval must be obtained from the Conference Housing Office if this policy is incongruent with your religious, cultural, or spiritual beliefs.
- 20) **Tobacco Free:** In accordance with **Presidential Directive 2014-01**, smoking and tobacco products are prohibited in all indoor and outdoor areas on campus, including vehicles and parking lots. The sale of tobacco products is prohibited, as is tobacco related advertising and sponsorship. More information regarding the Tobacco Free campus policy can be found at <http://www.sjsu.edu/tobaccofree/>.
- 21) **Student Health Center:** Guests will have access to the Student Health Center (SHC) on campus throughout the duration of their stay. Each guest is responsible for any fees incurred with the SHC. Fees are due the day of the visit. Minors visiting the SHC will need parental/guardian consent before being treated. More information on seeking emergency or after hours care can be found at http://www.sjsu.edu/studenthealth/docs/afterhrsemergencies_doc.pdf.
 - a) *Conference Groups* – A complete list of all commuters present on campus with the group must be delivered to SJSU Conference Services along with the roster of attendees, seven (7) days prior to arrival, in order for commuters to have access to the SHC.
- 22) **Maintenance:** Maintenance staff may enter guest residences/rooms without prior notification any time between the hours of 7:00 am and 5:00 pm, 7 days per week, in order to service previously submitted work orders (from previous guests or academic year student residents). Every attempt will be made to notify guests of maintenance work being done, but notification of maintenance related work and room entry cannot be guaranteed.
- 23) **Health and Safety Inspections:** An inspection of each living environment may regularly occur to assume positive health and safety conditions. Guests are expected to give reasonable care to their rooms and furnishings, maintaining sanitary conditions acceptable to SJSU. Guests will be notified at least 48 hours prior to any such inspection. Corrections of health and safety violations must be completed within 48 hours of the inspection and notification.
- 24) **Photographs/Video:** By residing in Conference Services housing, all adult guests grant University Housing Services at San Jose State University the right to utilize their likeness via photograph or video for media and marketing purposes.
- 25) **Group Orientation:** Every group participant, staff, guest, or other affiliate staying overnight in the residence halls must attend a group orientation meeting, facilitated by a Conference Services professional staff member, within 24 hours of their arrival and arrival.

By signing below you agree to adhere to these SJSU Conference Services Guest Housing Regulations:

Group Leader/Group Guest/Intern/Athlete Name (Print)

Title/Group Name/Internship Company

Signature

Date

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Addendum B
University Housing Conference Services
Adult Chaperone Regulations

To be signed and returned with contract. And, to be delivered to each adult chaperone responsible for minor supervision at any time during the group's stay with SJSU Conference Services.

- 1) Adult chaperones are expected to supervise minors at all times. This includes the dining hall, restrooms, all interior and exterior residence hall areas, and any other facility or space on campus.
- 2) Adult chaperones are expected to know and enforce the Group Housing Regulations (see addendum A).
- 3) The state of California requires that at least one employee, lead contractor or chaperone 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.
- 4) Oversight and discipline of minor participants is the responsibility of the adult chaperone(s). The group must appoint an on-site contact to be available by phone through the duration of the program.
- 5) Adult chaperones are expected to maintain orderly and respectful behavior of their minors group so that other individuals or groups dining or residing in the hall are not disturbed or disrupted.
- 6) Adult chaperones are expected to deter behavior that may cause personal injury or physical damage to University property. Any damage to residence hall property must be reported to residence hall staff immediately. A damage charge will be assessed to the individual or conference.
- 7) Adult chaperones are expected to keep physical or recreational activities in outside areas.
- 8) Adult chaperones are expected to monitor group activities and supervise clean-up of work areas.
- 9) Adult chaperones are expected to enforce quiet hours:
 - a. Sunday – Thursday 10pm – 8am
 - b. Friday – Saturday 12am – 10am
- 10) Adult chaperones are expected to enforce 24/7 courtesy hours.
- 11) Adult chaperones are expected to do room checks, which should include strict enforcement of not removing furniture from the room or screens being removed from the windows.
- 12) Adult chaperones are expected to be aware that Conference Services Staff of both genders (male & female) may reside on each/any floor in Campus Village 2 and will conduct rounds nightly on every occupied floor of every residence hall. Adult chaperones are expected to follow and support the direction of any Conference Services Staff direction at all times.
- 13) Adult chaperones are expected to deter roommate switching (all room changes must be approved by SJSU Summer Conference Staff prior to any change being made).
- 14) Adult chaperones are expected to counsel minors as roommate conflicts occur.
- 15) Adult chaperones are expected to enforce food and drinks in designated areas only.
- 16) Adult chaperones must be trained and prepared to administer any allergic reaction treatments potentially necessary for any group participant, according to their allergies, including but not limited to EpiPen and GlucaGen injections.
- 17) Adult chaperones are expected to help move minors to designated safe areas in the event of an emergency. Up-to-date emergency information can be found on ww.sjsu.edu and by calling the Emergency Hotline at 408-924-SJSU.
- 18) Adult chaperones must have completed and passed a Full Criminal Background Check with and at the expense of the group.

19) If any adult chaperone violates or does not meet these regulations, then the group is expected to provide immediate and suitable replacement(s) in order for the minor/adult supervisor ratio to remain at the expected number.

Authorized/Responsible Representative (Print)

Title

Signature

Date

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Addendum C
University Housing Conference Services
Minor Regulations

To be signed and returned with contract. And, to be delivered to each adult chaperone responsible for minor supervision at any time during the group's stay with SJSU Conference Services.

- 1) All minor attendees must comply with all applicable federal, state and local laws and all university statutes and regulations while on campus.
- 2) Every minor (under 18 years of age) unaccompanied by a parent (at any time) must have submitted the following to group's staff:
 - a. Emergency contact information (to be kept on record by group and available in case of emergency)
 - b. Release of liability waiver (to be administered and kept on record by group)
 - c. Minor Participation Agreement (to be administered and kept on record by group)
- 3) The Conference Group Leader is responsible for all damages caused by minor attendees. If damages occur, the Conference Group Leader and/or their designated staff will be given the opportunity to confirm them prior to checkout. Conference Staff will also provide information concerning the location of damage(s) and if possible the date and time of the damages.
- 4) All emergency medical procedures must be clearly defined for staff and minor attendees in advance of your conference. A copy of these procedures must be submitted upon arrival to the Conference Coordinator.
- 5) It is essential to define and enforce a set of behavior standards for minor attendees that are clear and explicit. The standard must include:
 - d. All minors attendees must wear at all times some type of visual identification (e.g. t-shirt, badge, lanyard) displaying the name of the group they are with.
 - e. All conference guests must follow the Quiet Hours Policy. These times are Sunday – Thursday 10 AM – 8 AM and Friday – Saturday 12 AM – 10 AM. Individual groups can be more (but not less) restrictive in setting hours. The enforcement of these hours is the responsibility of the sponsoring organization. The San Jose State University Conference staff may be available to assist with enforcement.
 - f. Courtesy Hours are in effect 24 hours a day, 7 days a week. During these times, guests may play their music and talk in the hallways. However, any guest may request that another guest or group of guests cease any activity which is interfering with their ability to study, rest, or enjoy the community.
 - g. Standards of care regarding our facilities.
 - h. Proper behavior at mealtime in all dining locations and at all times when in conference facilities.
 - i. One (1) staff member/chaperone (over 17 years of age) for every ten (10) minor attendees in dining locations to supervise behavior.
 - j. Instructions for minors and staff to cooperate with requests from San Jose State University Conference staff in the performance of their responsibilities and duties.
 - k. It is the responsibility of the Chairperson to clearly articulate and outline these expectations to the minor attendees prior to the conference arrival.
- 6) It is required that all minors attendees wear or carry their identification at all times while in Conference Services facilities and while on campus.

- 7) **Live-in staff must be provided at a ratio of at least 1 live-in staff for every 10 minors.** Adequate training and orientation for staff must be provided. The duties of staff shall be clearly and explicitly defined. Minimum duties must include:
- a. Knowing minors to the extent they can be identified and called by name, assisting them with problem solving and accounting for their presence, health, and safety at various intervals during the day.
 - b. Enforcing your conference rules and terms stated in this agreement.
- 8) A copy of instructions for the conference staff must be provided to University Housing Conference Services at least 10 business days prior to the scheduled arrival date.
- 9) Conference Services Staff of both genders (male & female) may reside on each/any floor in Campus Village 2 and will conduct rounds nightly on every occupied floor of every occupied residence hall.

Authorized/Responsible Representative (Print)

Title

Signature

Date

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Addendum D
University Housing Conference Services
Minor Participation Agreement

To be completed for every minor participant and kept on record by Purchaser/Group to be furnished upon request by Conference Services

I, _____, recognize that my child/ward, _____
(parent name) (participant name)

(herein referred to as "Participant") will be hosted by Conference Services at San José State University (herein referred to as "University") as a part of _____ (herein referred to as "Group"). I **recognize**
(conference/camp name)

that by signing this agreement I acknowledge my commitment to support the Participant's involvement with this Group and with the University. I understand the Participant's involvement with this Group and with the University, and I am aware of the following responsibilities of the Participant:

- 1) **University Policies.** I/we understand that the Participant must abide by University policies, including the Conference Services Guest Regulations and Minor Regulations, which can be provided by your Group leader(s). The Participant must remain under supervision by Group staff/chaperone at all times while on campus. The Participant may be subject to disciplinary action, potentially as severe as removal from campus, for violations of those policies.
- 2) **University Setting.** I/we understand that the University, as a public college campus in the United States of America, is host to many traditional public forums, which are places that by long tradition have been used by the public at large for the free exchange of ideas. These traditional public forums, including but not limited to outdoor areas (e.g. sidewalks, lawns, etc.), are open to the public, and the University cannot restrict access to or use of the areas by anyone (unless a compelling governmental interest is presented to limit time, place, or manner of the access/use).
- 3) **Residence Halls.** I/we understand that the residence halls that the Participant will be living in are secure, *nonpublic* forums and access to these facilities is limited only to approved staff and guests (i.e. others living and/or working in these facilities). Participants are expected to stay overnight in the accommodations arranged for them by the University. Specific room and housing assignments are made at the discretion of the Group and the University.
- 4) **Tobacco Free Campus.** I/we understand that in accordance with Presidential Directive 2014-01, smoking and tobacco products are prohibited in all indoor and outdoor areas on campus, including vehicles and parking lots. The sale of tobacco products is prohibited, as is tobacco related advertising and sponsorship. More information regarding the Tobacco Free campus policy can be found at <http://www.sjsu.edu/tobaccofree/>.
- 5) **Removal from Campus.** I/we understand that if the Participant disrupts the Group's planned activities or the Participant's behavior gives the Group leader(s) reasonable cause to believe that the Participant's continued presence with the Group poses a danger to the health or safety of persons or property, or impedes, disrupts or obstructs the Group's or University's functions in any way, The Participant may be removed from the Group program and from the University campus. Examples of grounds for immediate removal from campus include alcohol, drug and weapons related violations, assault, and sexual or racial harassment. Barring emergent need for want of safety, before the Participant may be removed from campus, The Participant will have an opportunity to explain their conduct to the Group leader(s). Any decision to remove the Participant from campus would be final. If the Participant

is removed from campus for disciplinary reasons, I, as the Participant's parent/guardian, will be responsible for their return home.

- 6) **Hygiene and Health.** I/we understand that the Participant will be responsible for their own hygiene and health maintenance. In the event of serious illness, accident or emergency, the Participant will inform an appropriate Group official so that assistance may be secured and so that the Participant's designated emergency contact may be notified. I agree to disclose the Participant's pre-existing mental and/or physical health conditions in entirety on the waiver/release of liability provided to me by the Group. I/we understand that a situation arising from such a condition that has not been disclosed in advance which places the Participant, others, and/or the Group or University at risk may result in the Participant being removed from campus.
- 7) I will check relevant agencies such as the Center for Disease Control and Prevention (CDC) and the World Health Organization (WHO) to check on required immunizations for the United States of America and the state of California. It is my responsibility and choice to obtain any required or recommended immunizations suggested by these agencies for the Participant in a timely manner prior to the Participants participation with the Group.
- 8) **Governing Law.** I/we understand that the Participant must obey all federal, state, and local laws that the University community is held to. Any dispute arising from this Agreement will be determined according to the law of the United States of America and the State of California.
- 9) **Program-Specific Additions to this Agreement.** The Group may establish additional rules and policies regarding issues specific to that Group provided that they do not negate or contradict the policies of this Agreement or other Conference Services regulations and policies. I/we understand that the Participant will be responsible for understanding and abiding by any such additional rules while participating with the Group.
- 10) **Communication.** I will respond within 24 hours to all calls from the Group leader(s) regarding the Participant's participation with the Group. Failure to respond to calls in a timely manner may result in the Participants removal from campus.
- 11) **10. Use of Photos, Quotes, and Other Materials.** I/we authorize the use of materials pertaining to the Group's functions to be used for marketing purposes by the University or the Group, including but not limited to photographs, quotes and other materials as deemed appropriate by the University or the Group. Yes No

Participant's Signature: _____ Date: ____ / ____ / ____

I am the parent or guardian of the above-named Participant. I have reviewed this Minor Participation Agreement and have discussed it with the Participant and concur with the Participant's participation with the Group under the terms of this Agreement. By agreeing to the Participant's participation with the Group, I certify that I have obtained the permission of any other parent/guardian who would otherwise have custody of the Participant during the dates of the Group's functions with the University.

Parent's or Guardian's Signature: _____ Date: ____ / ____ / ____

SAN JOSE STATE UNIVERSITY
SUMMER CONFERENCE DINING SERVICES

Office use only
 Start Date: _____
 End Date: _____

Office use only
 Recv'd Date: _____

PRELIMINARY DINING ADDENDUM

Name of Group: _____

Name of Contact to be billed:	Phone:	Email:
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On-site responsible party that can approve changes to contract:

Name of Contact:	Phone:	Email:
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I. DINING SERVICE

Spartan Dining is excited about the opportunity to work with you to help make your group's visit to San Jose State a memorable one. We offer you a wide variety of options for all of your conference dining needs. Please take a moment to review the service choices that are available: The Commons, Union Square, and Spartan Catering. Such variety allows conference organizers to decide which options best suit your group's needs.

A. Service Descriptions

- i. **The Commons** is the traditional campus dining hall for conference guests. This is always a good option, as it is close to the residence halls, provides efficient service and has ample seating for your group, and offers a variety of options at each meal. Rates per meal are: \$8.55/\$10.80/\$12.85 (Brk/Lun/Din). Standard hours of service are: 7:30-9:30/11:30-1:30/5:00-7:00. Please note the following details:
 - 1. Depending on overall conference dining head counts, The Commons may modify or reduce service offerings for certain meal periods. Please ask about availability.
 - 2. When overall conference dining counts per meal exceed a threshold level, reservation periods will be assigned to groups on a first-come/first-serve basis as Dining Addenda are received by Spartan Dining.
- ii. **Union Square** provides a lot of flexibility and is a popular choice for lunch. With national Franchises such as Subway, Starbucks, Panda Express, and more, we aim to offer something for everyone. We will provide your group with Campus Dining Cards which can be loaded with specific dollar values for the day(s) you wish to use them. Units will generally operate Monday-Friday from 11am-2pm, with some limited breakfast options available.
- iii. **To Go Options** – continental breakfasts, box lunches, party platters, available for pickup or delivery through The Commons with advance scheduling (minimum 5 business days' notice required).
- iv. **Spartan Catering** can offer breakfast, lunch, and dinner for your group. From "working meals" delivered to your conference room to a special conference-ending banquet for your group, we can accommodate your request. Please ask to speak to a Catering representative.

II. GUARANTEE

You will work directly with The Dining Commons (contact information provided below) on your preferred meal option(s) and daily guaranteed numbers. Return the addendum along with a **10% deposit** with your license agreement. The **outstanding balance is due 30 days before** the start of your event to ensure your booking. Any remaining balance of the booking will be invoiced after the conclusion of your event.

Please note: You will be charged for your total guaranteed guest count plus any additional guests. 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. NO REFUNDS FOR ANY MISSED MEALS WILL BE GRANTED.

Initials _____ Date _____

III. SUPERVISION

Adult (over 17 years of age) supervision is required in all Dining locations with any minor guests (under 18).

Initials _____ Date _____

Spartan Eats Dining Commons Contact: (408) 924-1740