



**San José State**  
UNIVERSITY

**Conference Housing Agreement**

«Conference\_Name»  
 «Conf\_Contact\_First\_Name» «Conf\_Contact\_Last\_Name»  
 «Conf\_Contact\_Address\_1»  
 «Conf\_Contact\_City», «Conf\_Contact\_State» «Conf\_Contact\_Postal\_Code»  
 «Conf\_Contact\_Phone»

Contract Date: «Contract\_Date»  
 Contract Number: 06-«Conference\_No»

**AGREEMENT**

This Agreement is entered into between the Trustees of the California State University by San José State University, hereinafter called “University” and «Conference\_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: «Check\_In» Check Out Date: «Check\_Out»

**ESTIMATED FEES**

	Quantity of Beds	Number of Nights	Rate	Total
Double/Triple Spaces	«Dbl»	«Nights»	\$21.00	\$«doublecost»
Singles	«Single»	«Nights»	\$37.00	\$«singlecost»
Linen Packets	«M__Linen»	N/A	\$12.00	\$«linencost»
Other charges				\$
Total Rooms: «Rooms»	<b>Total Cost</b>		<b>\$«total»</b>	
	<b>Deposit Required</b>		<b>\$«deposit» (Due «depositdate»)</b>	

**30 DAYS AFTER CONTRACT DATE (CONTRACT/DEPOSIT): «depositdate»**

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 subject to provisions regarding cancellation below.
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): «sixty»**

1. If the Purchaser cancels this agreement in writing sixty (60) days or more prior to arrival date it will not be held liable to the University for costs. If a deposit has already been made it shall be refunded with a charge assessed for a 10% processing fee.
2. If the Purchaser cancels this agreement 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 (MINIMUMS/INSURANCE): «thirty»**

1. By thirty (30) days prior to arrival, the Purchaser must provide to the University all overnight accommodations and meeting space requirements, any special services needed for disabled participants, and any other special requests, such as single gender halls, first floor rooms, etc.
2. The Purchaser's Guaranteed Minimum Numbers for housing, meeting space and equipment will be the basis for billing. No deductions for participants that depart early or no-shows will be made.
3. 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»**. **Initial**\_\_\_\_\_
4. Guaranteed Minimum Numbers for housing must be at least **«min»**, 80% of the attendee numbers in the Estimated Fees section of this Agreement.
5. 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 insureds." Failure by the Purchaser to submit Certificate of Insurance may result in a loss of guarantee of conference housing and services.
6. 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.

### **7 DAYS PRIOR TO ARRIVAL (ROSTER/FULL PAYMENT): «seven»**

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. Failure by the Purchaser to submit necessary attendee information in the proper format may result in a \$25/day late fee. **Initial**\_\_\_\_\_
2. The Purchaser must make Full Payment to the University of the remaining balance by 7 days prior to arrival. Full Payment is the cost of services for the Guaranteed Minimum Numbers minus the deposit previously paid. Failure by Purchaser to make Full Payment by 7 days prior to arrival may result in a \$50 per day late fee assessment. No participant will be allowed to check in if full payment has not been made.
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 OUT (KEYS/LINEN/DAMAGES): «Check\_Out»**

1. At check out, all keys must be returned to a SJSU staff member. Any keys not returned by 11:00 a.m. on the check out date will be considered lost. A \$50 per lost room key and \$50 per lost building access card charge will be assessed.
2. All participants must be checked out and cleared of the buildings by 11:00 a.m. on the date of check out 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 \$5.00 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): «postthirty»**

1. If, for any reason, further charges are assessed after Full Payment is made, remaining payment must be submitted within 30 day's 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 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 Associate Director for Administrative and Financial Operations.

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

1. 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.
2. Purchaser shall provide contact information for all staff/volunteers providing supervision at check-in. **Initial** \_\_\_\_\_
3. Purchaser shall provide emergency information at or before check-in including copies of medical waivers and parent/guardian contact information for each minor participant.

### **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.
3. 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 with this conference or program. Purchaser may complete a facility condition walk through with staff to document any pre-existing damages if requested.
4. All conference guests who will be parking a car on campus MUST have a valid parking permit. Permits will be available at check in for \$8.00/night. The permit must be placed in vehicle immediately and remain 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.
5. 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.
6. 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.
7. In the event Purchaser violates any of the terms of this agreement, University may terminate this agreement.
8. 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.
9. Purchaser agrees to provide the University with references if requested.
10. 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.

11. 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.

**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.**

<b>On Campus groups please complete:</b>	
SJSU Billing ( <i>circle</i> )	
Foundation	General Fund
Trust	Other _____
Acct No _____	
Acct No _____	

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
 Rachel Delucchi  
 Conference Coordinator  
 San José State University

PURCHASER:

<p>The <u>minimum</u> amount Purchaser will remit to University is \$«min».</p> <p>Signing this contract binds the Purchaser to remit at least this amount unless cancelled per above.</p>
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_____	_____
Authorized Purchaser Representative (Print)	Title
_____	_____
Signature	Date
_____	
Tax ID or Social Security Number (required)	

APPROVED:

<b>Office Use Only</b>
Vendor Number
Date Received.

\_\_\_\_\_  
 Martin Castillo  
 Associate Director for Administrative and Financial Operations  
 San José State University

\_\_\_\_\_ Date