



CONFERENCE SERVICE AGREEMENT FOR

(the “Group”)

1. NATURE OF THE GROUP:

a.

Purpose of Group	Total # of Participants	Age of Participants	Tax Exemption Status
Group Sponsor/Onsite Contact			

b. TERM. The term of this Conference Service Agreement (this “Agreement”) will begin on _____ and end on _____ unless terminated earlier pursuant to the terms of this Agreement.

2. SERVICES:

- a. The University of Houston (“University”) agrees to provide residential rooms as outlined in Exhibit A at the rate of _____ for two-person suite per person, _____ for four-person suites per person per night without linen service. Minimum guaranteed costs for housing occupancy total _____.
- b. University agrees to provide dining services through the Auxiliary Food Services. Group shall contract with Auxiliary Food Services for all aspects of dining related to pricing, meal plans, meal schedule and menus.
- c. University agrees to provide parking for Group participants as outlined in Exhibit A at the rate of _____ for daily parking, _____ for weekly parking, and _____ for monthly parking. Minimum guaranteed costs for parking total _____.
- d. University agrees to provide reasonable registration and program space as outlined.

- e. University agrees to use reasonable care in furnishing utilities, provided that University shall not be responsible for the failure to furnish utilities in an emergency situation (including but without limitations: heating, air-conditioning, water, gas, electricity, sewer and garbage services) and the obligations of Guest Group under this Agreement shall not be affected by the failure of University to provide utilities, nor shall University incur liability to Group.
- f. University reserves the right to levy and collect charges for:
 - (1) Damages to room equipment and/or the building.
 - (2) Unauthorized use of rooms, equipment and/or building, and/or
 - (3) Alterations of any room equipment and/or building facilities, (including space configuration) and/or
 - (4) Special cleaning necessitated by improper or unreasonable care of room equipment and/or building, and/or
 - (5) Lost keys/lock change at _____ each, and/or
 - (6) Lost access card at _____ each, and/or
 - (7) Building access or meal cards in excess of 10% of guaranteed participants indicated in Section 1 b and Exhibit A, and/or
 - (8) Late check-out fees. Check out time is 12:00pm each day. Check-outs that occur after this time will result in additional bed night assessed for every check-out thereafter.
- g. University will not be liable for, and Group agrees to the fullest extent permitted by law to release and hold harmless University from, all personal injury of Group participants, and for loss or damage to their personal property.
- h. Special requests or exclusions:
 - *Groups with minor participants are required to ensure proper supervision of conference participants. To ensure compliance, please visit the conference policies sections of the Conference Housing Guide found at www.uh.edu/housing/conference-housing/

3. OBLIGATIONS OF THE GROUP:

- a. Group Sponsor is responsible for the conduct of Group participants and will be responsible to orient the participants in University rules and regulations, and all applicable obligations contained in this Agreement.
- b. Group participants will abide by all state, federal and local laws, rules, regulations and ordinances, and all University and Residential Life policies. Group Sponsor will require and monitor that Group participants will occupy the facilities and conduct all activities therein in a manner that complies with all applicable provisions of the Americans with Disabilities Act (“*ADA*”). Specifically, during the time of occupancy, Group will provide auxiliary aids and services as provided for under the provisions of the ADA whenever such services are required. Group agrees to the fullest extent permitted by law to indemnify the University of Houston, its System, its components, regents,

officers, agents, and employees from any claims, losses, suits, proceedings, damages or liabilities, including attorneys' fees, that arise out of or based on the grounds that the facilities or services provided by Group failed to comply with applicable laws, including but not limited to the ADA.

- c. Group must comply with all University Parking and Transportation regulations and registration of vehicles used during the duration of the Group dates outlined in Section 1 b. Student Housing and Residential Life agrees to provide a method for registering vehicles no later than fourteen (14) calendar days prior to first date of arrival indicated in Section 1 b. University is not responsible for parking violations incurred by the Group.
- d. Group will to the fullest extent permitted by law release and hold University harmless from all liability that might result from participation in Group's activities and will upon request provide proof of liability insurance prior to occupancy of the facilities.
- e. If, for any reason, except an act of natural phenomenon, riot, strike, or other legitimate circumstances beyond Group's control, Group does not perform the obligations hereunder, Group shall reimburse University for actual expenses incurred immediately upon presentation of such expenses.
- f. Unless otherwise specified, and no later than thirty (30) calendar days in advance, accommodations will be reserved for the estimated number of participants identified in Section 1 b, which is the final, agreed number for billing purposes.
- g. In order to secure Group's reservation, Group must deliver to University no later than thirty (30) calendar days prior to the first arrival date identified in Section 1 b a deposit in the amount equal to one-half (50%) of anticipated overall costs for the Group. The deposit is non-refundable within thirty (30) days prior to the check-in date identified in Section 1 b. For this reservation, the deposit is _____ due on _____. Final invoice and the balance due must be paid to University within 30 days of receipt of final invoice.
- h. University is required to charge taxes to the group unless the Group has delivered to the University at the Notice Address a current, valid tax-exempt certificate with the submission of this Agreement.
- i. University also reserves the right to receive and verify references and financial status of the Group Sponsor and the Group and its principals prior to executing this Agreement and thereafter as it deems necessary.

4. CONTACT WITH MINORS:

- a. In accordance with the requirements, and in furtherance of the goals, of Texas Education Code § 51.976, which requires individuals who will have contact with minors at certain limited campus programs to receive specific training on preventing sexual abuse and child molestation in order for the campus program to be operated by or on the campus of an institution of higher education:
- b. The individual signing this Agreement on behalf of Group (the "**Authorized Signatory**") certifies to University after due investigation, for him or herself as well as on behalf of Group, that no officer, employee, agent, representative, volunteer or contractor of Group who or that will be working or volunteering for or with Group (each such person, a "**Group Supervisor**"), particularly while Group is upon University property, has any felony criminal convictions or any conviction for any crime(s) related to abuse, neglect, exploitation, assault, sexual offense, or any offense involving a Minor. "**Minor**" shall mean any individual who is under 18 years of age.
- c. As a condition precedent to University's obligations under this Agreement, including but not limited the services under Section 2, above, Group shall, in accordance with the requirements of Texas

Education Code § 51.976, submit to University and to the Texas Department of State Health Services (“*TDSHS*”), not later than the thirtieth (30th) day prior to the first session date, the verification form required or approved by TDSHS indicating that each Group Supervisor has completed the TDSHS-approved sexual abuse and child molestation training.

- d. Group shall be responsible for the supervision and oversight of all of its conference participants, counselors, employees, agents, or any other person on University property at Group’s express or implied invitation during the conference dates identified in Section 1 b.
- e. All Groups with participants under the age of 18 must be in full compliance with the University policy for Camp Programs with Minors and all expectations with minors and supervision of participants found on the Student Housing & Residential Life Conference website. Requirements can be found at [Conference Housing - University of Houston \(uh.edu\)](https://uh.edu/conference-housing).
- f. To the fullest extent permitted by law, Group indemnifies and holds harmless University, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, “*Claim*”) to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors including, but not limited to its Group Supervisors.
- g. Group shall maintain the following insurance coverages on a primary basis at its sole expense: Commercial General Liability insurance coverage of \$1,000,000 per occurrence identifying University as an additional insured on a primary and noncontributory basis; Worker’s Compensation coverage as required by law with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident; and Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. In the event Group does not own automobiles, Group agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy. Contractor shall provide a certificate of insurance prior to and as a condition to the commencement of the first session identified in Section 1 b.

5. GENERAL PROVISIONS:

- a. University reserves the right to cancel any reservation for which a counterpart of this Agreement has not been received, fully executed on behalf of Group, not later than thirty (30) days prior to the first arrival date identified in Section 1 b.
- b. This Agreement shall be governed by and interpreted under the laws of the State of Texas; with the proper venue for disputes residing within Harris County, Texas.
- c. This Agreement and any written modifications of it constitute the sole agreement of the parties; any oral agreement or understanding in conflict with agreement shall be void.
- d. Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed or initialed by all parties.
- e. The obligations to be performed under this Agreement are within Harris County, Texas.
- f. Group certifies that, upon the effective date of this Agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Group agrees that any false statement with respect to franchise tax status shall be a material

breach hereof, and University shall be entitled to terminate this Agreement upon written notice thereof to Group.

- g. All billing shall be through the Group and not individual participants.
- h. All notices and communications between the Parties must be directed to the authorized agents of the Parties at the addresses shown:

UNIVERSITY

GROUP

Student Housing and Residential Life
 Attention: Conference and Guest Services
 4377 Cougar Village Dr., Room S121
 Houston, Texas 77204-3018
 (713) 743-6000 / (713) 743-5999 (Fax)
 Email: StayatUH@uh.edu

- i. Notwithstanding any other provision in this Agreement to the contrary, there shall be no agreement between the Parties respecting the subject matter of this document until this document is accepted and signed by the authorized agent of University.
- j. All payments must be made payable to "University of Houston."

EXECUTED by the Parties signatory below.

UNIVERSITY OF HOUSTON

GROUP

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Note: Modification of this Form requires approval of Office of the General Counsel



Exhibit A

Group Name:

Date:

Dates of Occupancy:

Check In

Check Out

Days/Nights

Early Occupancy

Regular Occupancy

Estimate

50% (____)Due

State Tax @ _____ %

Due on

Total Cost

HOUSING OCCUPANCY				
EARLY ARRIVALS	PRICES	PEOPLE	NIGHTS	TOTAL
4-Person Suite				
2-Person Suite				
Private Room				
TOTAL				

REGULAR ARRIVAL	PRICES	PEOPLE	NIGHTS	TOTAL
4-Person Suite				
2-Person Suite				
Private Room				
TOTAL				

Please note that check out times later than 12:00pm will result in a charge equivalent to an additional night per late departure.

PARKING				
PARKING	PRICE	NUMBER	DAYS/WEEKS	TOTAL
Daily				
Weekly				
Monthly				

SPACE UTILIZATION				
ROOM	PRICES	QTY	# DAYS	Total(s)
Classrooms at CV1				
Classrooms (Acad.)				
QUAD				
Table/Chairs				

Details: