



Guest Housing Agreement
for

(the "Group")

1. NATURE OF GUEST GROUP:

- a. Type and purpose of Group:

- b. Group Sponsor: _____
- c. Number of participants:
(1st Session) _____ (2nd Session) _____ (3rd Session) _____ (4th Session) _____
- d. Date(s):

| <u>Session (dates)</u> | <u>Check-in Date & Time</u> | <u>Check-out Date & Time</u> |
|------------------------|---------------------------------|----------------------------------|
| #1: | | |
| #2: | | |
| #3: | | |
| #4: | | |

- e. Special Information:
Group Type Adult Youth Number of Sponsors: _____
Approximate Age of Group: _____

2. OBLIGATIONS OF UNIVERSITY:

- a. University agrees to provide single or double occupancy rooms commencing on the arrival date and check-in time, through the departure date and check-out time at the following rate(s) per person, per night without linen service:
_____ for _____
_____ for _____
- b. Group may elect to rent linen packets by inserting the required information below: linen packets at _____ each. Initials: _____ towel exchange at _____ each. Initials: _____

c. University agrees to provide the following food service(s) daily beginning with on _____ ,
and ending with _____ on _____

Special Requests or exclusions:

The following cash rates are per person for the Group:

Breakfast @ _____ Lunch @ _____ Dinner @ _____

Rates are subject to change based on Board of Regents Approval. Negotiations related to pricing and menus will be made directly with Food Services.

All board rates are subject to 8.25% sales tax. Tax will be charged to the Group unless the Group has delivered to the University at the Notice Address a current, valid tax-exempt certificate prior to check-in.

- d. University agrees to provide reasonable registration and program space.
- 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 Guest 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, 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.
- g. University will not be liable for, and Group agrees to release and hold harmless University from, all personal injury of Group participants, and for loss or damage to their personal property.

3. OBLIGATIONS OF GUEST 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 American Campus Communities 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 indemnify the University of Houston-Victoria, 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. Cars may require a parking permit. Parking permits can be obtained at the Business Services Office (Room 107C University West Building)
- d. Room occupants and Group Sponsors are financially responsible for lost telephone instruments and all unauthorized calls.
 - (1) University regulations prohibit charging any long distance calls to University. Long distance telephone calls will require a personal calling card or reversing charges (collect).
 - (2) Upon request by Group coordinator, University will provide telephones based on availability.
 - (3) The replacement cost for each telephone missing or damaged is _____.
- e. Group will 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.

- f. 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.
- g. Unless otherwise specified, accommodations will be reserved for the estimated number of participants identified in Section 1.c, which is the final, agreed number for billing purposes.
- h. In order to secure Group’s reservation, Group must deliver to University not later than thirty (30) business days prior to the first arrival date identified in Section 1.d, a deposit in an amount equal to one-half (50%) of anticipated lodging and food costs for the Group. The deposit is non-refundable within thirty (30) days prior to the check-in date identified in Section 1.d. For this reservation, the deposit is _____ and the balance due must be paid to University in good and immediate funds no later than _____.
- i. University further reserves the right to require a reservation deposit in an amount equal to one- tenth (10%) of the anticipated lodging and food costs for the Group prior to the event in order to hold space. The amount of the deposit charged pursuant to Section 3.h. will be reduced by the amount of the reservation deposit, if any.
- j. 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. GENERAL PROVISIONS:

- a. University reserves the right to cancel any reservation for which a counterpart of this Guest Housing 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.d.
- 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 notices and communications between the Parties must be directed to the authorized agents of the Parties at the addresses shown:

University:
 Facilities Sales Coordinator,
 Business Services
 3007 N Ben Wilson St.
 Victoria, Texas 77901
 (361) 570-4826 / (361) 580-5525 (Fax)

Group

Contact Person:

Contact Person:

- h. 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.
- i. All checks must be made payable to "University of Houston-Victoria."

UNIVERSITY OF HOUSTON-VICTORIA

GROUP

 Signature _____ Date _____
 Name: _____
 Title: _____

 Signature _____ Date _____
 Name: _____
 Title: _____

 Signature _____ Date _____
 Name: _____
 Title: _____

Business: _____
 Address: _____

Note: Modification of this Form requires approval of OGC