



UNIVERSITY of HOUSTON



Guest Housing Agreement

1. NATURE OF GUEST GROUP:

The University agrees to provide room and board for the _____ as follows:

- a. Type of group/purpose: _____
b. Number of participants: (1st Session) _____ (2nd Session) _____ (3rd Session) _____ (4th Session) _____
c. Arrival Date(s): (1st Session) _____ Check-in Time: _____
(2nd Session) _____ Check-in Time: _____
(3rd Session) _____ Check-in Time: _____
(4th Session) _____ Check-in Time: _____
Departure Date(s): (1st Session) _____ Check-in Time: _____
(2nd Session) _____ Check-in Time: _____
(3rd Session) _____ Check-in Time: _____
(4th Session) _____ Check-in Time: _____
d. Special Information: Group Type ___ Adult ___ Youth Number of Sponsors: _____
Approximate Age of Group: _____

2. OBLIGATIONS OF UNIVERSITY:

- a. University agrees to provide double occupancy rooms commencing as stated above on the arrival date and check-in time, through the departure date and check-out time. The rates will be as follows:
___ \$_____ per person, per night without linen service (double occupancy Moody Towers).
___ \$_____ per person, per night without linen service (double occupancy Quadrangle).
___ \$_____ rental per linen packet (towel exchange \$_____ per person)
b. University agrees to provide the following food service(s) daily beginning with (Dinner) on _____, and ending with (Breakfast) on _____.
Special Requests or exclusions:

The cash rates are as follows:

Breakfast @ \$_____ each Lunch @ \$_____ each Dinner @ \$_____ each

Rates are subject to change based on Board of Regents Approval.

All board rates are subject to 8.25% sales tax.

Tax-Exempt Certificate required for tax-exempt Organizations.

Negotiations related to pricing and menus will be made directly with Food Services.

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

3. **OBLIGATIONS OF GUEST GROUP:**

- a. Guest Group sponsor(s) will be 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. Guest Group participants will abide by all state, federal and local laws, rules, regulations and ordinances, and all University and Residential Life policies. Guest Group warrants that they 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, Guest Group agree to provide auxiliary aids and services as provided for under the provisions of the ADA whenever such services are required. Guest Group agrees 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 Guest Group failed to comply with the applicable provisions of the ADA or any other applicable law.
- c. All cars must have a parking permit displayed Mondays through Fridays between 8:00 am and 5:00 pm. Parking permits can be obtained at the Information Booth, (Entrance 1 off Calhoun Street) for a fee of \$_____ per day or \$_____ per week.
- 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. Access to long distance will require a personal calling card, or reversing charges (collect).
 - (2) Upon request by Guest Group coordinator, telephones will be provided based on availability.
 - (3) The replacement cost for each telephone missing or damaged is \$_____.

- e. Guest 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 Premises.
- 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, Guest 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 as stated in 1.b. When you return this Agreement, a final number of participants must be given to University. At this time the number becomes a guarantee for billing purposes.
- h. University reserves the right to require a deposit, fifteen (15) work days prior to the actual Group’s arrival date. Deposit will equal not less than one (1) day lodging and 50% of anticipated food costs. Deposit is non-refundable if the organization cancels this Agreement less than fifteen (15) days prior to arrival. Deposit due _____, in the amount of \$_____. Remainder of cost due no later than _____.
- i. University further reserves the right to require a reservation deposit prior to the event in order to hold space. The reservation deposit will be based on 10% of the anticipated value of services being reserved. The minimum reservation deposit will be deducted from the cash deposit cited in part 3.h.
- j. University also reserves the right to receive and verify references and financial status of the Organization and its principals prior to executing this Agreement and thereafter as it deems necessary.

4. **GENERAL PROVISIONS:**

- a. 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.
- b. 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.
- c. Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed or initialed by all parties.
- d. The obligations to be performed under this Agreement are within Harris County, Texas.
- e. 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.
- f. All notices and communications between the Parties must be directed to the authorized agents of the Parties at the addresses shown:

University: Sandy Coltharp, Associate Director 4361 Wheeler Street Houston, Texas 77004 (713) 743-6013 / (713) 743-5998 (Fax)	Guest Group _____ _____ _____
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Contact Person: _____ Area Coordinator 4401 Wheeler Street Houston, Texas 77004 (713) 743-6050 / (713) 743-5974 (Fax)	Contact Person: _____ _____ _____ _____
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- g. 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.
- h. All checks must be made payable to "University of Houston"

UNIVERSITY OF HOUSTON

GUEST GROUP

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Business: _____
Address: _____

Note: Modification of this Form requires approval of OGC