University Departments

 Twin Cities Campus



SUMMER HOUSING AGREEMENT

 **THIS AGREEMENT** is entered into effective as of       between the Conference & Event Services Office in the Department of Housing & Residential Life (“**CES**”) and       (the “**Department**”).

**1. Use; Location and Nature of Accommodations.**

1.1 CES grants Department the right to occupy the sleeping rooms and to share with others the use of the common areas in a residence hall located on the Twin Cities campus in Minneapolis or St. Paul, Minnesota (the “**Premises**”), as described in the Lodging section of the Contract Synopsis attached to this Agreement as Exhibit A. Department understands and agrees that CES is unable to guarantee that space in a particular residence hall will be available. CES reserves the right to reassign Department to available space of substantially equal quality in other residence halls and will notify Department in writing in the event of such reassignment.

 1.2 Sleeping rooms shall be occupied solely by persons whose names are included on a roster furnished to CES at least 14 calendar days prior to commencement of the Term (“**Attendees**”). The roster and any revisions to the roster shall include the full name and gender of all Attendees, designating which Attendees are minors (children 17 years of age and younger), if any, shall indicate any preferences as to room type or roommate, and shall include such other information as CES may reasonably require (including whether any Attendees will not stay in a University sleeping room but instead will commute and have meals with the other Attendees in a University residential dining facility). Department shall assign Attendees to rooms and shall provide a copy of such room assignments to CES at least two weeks prior to the date of Attendees’ arrival (“**Arrival Date**”). Room changes shall be subject to CES’s approval. Department acknowledges that most or all of the sleeping rooms to be made available for the use of Attendees are intended for occupancy by one to four people and are equipped with a single bed for each Attendee assigned to the room.

 1.3 If any of Department’s Attendees are minors, the attached Camp Addendum and the following provisions apply.Without the prior written consent of University, no child under the age of 8 will be permitted to occupy the Premises. Department shall provide qualified and responsible adult chaperones throughout the entire term. The roster shall designate which persons are chaperones. Department and its chaperones shall be responsible for supervising Attendees while on all University property, and Department shall take all steps necessary to assure that chaperones are properly qualified and trained to perform their supervisory responsibilities. Notwithstanding anything in this Agreement or otherwise applicable residence hall policies and regulations to the contrary, chaperones shall not possess or use alcoholic beverages on the Premises. Department’s ratio of chaperones sleeping on the Premises to minors sleeping on the Premises will be at least one adult chaperone for every 10 children under the age of 18. CES reserves the right to require additional chaperones when Attendees younger than 12 will be sleeping on the Premises. If CES issues more than two warnings to Department’s on-site staff that Department has failed to adequately supervise the conduct of Attendees, then CES shall have the right to require Department to provide additional staff. Where Department’s Attendees include minors, such Attendees and chaperones will be required to participate in a safety orientation program before the end of the first full day following the Arrival Date to be presented by Department.

 1.4 **IMPORTANT.** Unless specifically included in the Synopsis, this Agreement does not relate to athletic facilities, classrooms outside of residence halls, meeting rooms outside of residence halls or other services or facilities which are or may be desired by Department. Department is encouraged to make arrangements for all other University services and facilities it requires in connection with its use of CES housing before signing this Agreement. The inability of Department to procure other services or facilities from another University department is not a basis for canceling this Agreement or securing a refund of any part of the Fee due under this Agreement.

**2. Term.** Department and its Attendees shall have the right to occupy the Premises from 1:00 p.m. on the Arrival Date until 12:00 noon on the Departure Date as stated in the Synopsis, subject to early arrival or late departure as requested by Department and agreed to by CES. Early arrivals or late departures are subject to charges.

**3. Fee.**

 3.1 For its use of the Premises and for food service, parking, residence hall meeting room and classroom rental, and all other residence hall services to be furnished to Department as stated in the Synopsis, Department shall pay to CES the estimate as stated in the Synopsis (and identified there as the “**Total Estimated Bill**”) (“**Fee**”). The Fee is subject to applicable sales and use tax. In addition to the Fee, Department shall be responsible for the charges as provided in Section 5 below. All charges will be processed through University of Minnesota’s financial system within 30 calendar days of completion of a final invoice. Department will be billed for 6.25% of total estimated bill if the Department cancels the Event.

 3.2 In the event the actual number of Attendees or the number of sleeping rooms occupied is greater than stated in the Synopsis, the Fee payable by Department shall be adjusted upward based on the Rate/Night stated in the Synopsis. Department must submit final rosters to CES at least 14 days prior to the Arrival Date or must pay a $200 fee. In addition, any adjustments made to the final roster (residential and commuters) less than 14 days prior to the Arrival Date will result in a $200 fee plus the following fees: $15 per adjustment within the roster (some examples include: name changes or room swaps) made between 13 and 6 days prior to the Arrival Date; $25 per adjustment within the roster made between 5 and one day prior to the Arrival Date; and $35 per adjustment within the roster made on the Arrival Date.

In the event that the actual numbers for lodging and/or meals falls below 80% of the numbers stated in the Synopsis, CES reserves the right to charge Department for liquidated damages. Liquidated damages shall be calculated by charging 40% of the lodging and/or meals for all of the days of the event by the difference between the numbers stated in the Synopsis and the actual or guarantee numbers, whichever is greater. Events with less than 150 people stated in the Synopsis of this agreement are exempt from charges for liquidated damages.

In the event that Department reduces the stated number of Attendees within 14 days of the Arrival Date, CES reserves the right to charge Department $35.00 for each cancelled space. No part of the Fee is refundable under any circumstances, including early departure and weekend absences of Attendees.

**4. University and CES Policies and Regulations.** Department agrees to comply with all University and CES policies, procedures and regulations, including the [Safety of Minors policy](https://policy.umn.edu/operations/minorsafety), pertaining to summer housing and use of University property, as amended from time to time, provided that no such amendment shall materially affect Department’s rights and responsibilities under this Agreement. Department shall take all steps reasonably necessary to inform Attendees of applicable policies, procedures and regulations and to enforce the same. CES shall provide Department with a copy of the policies and regulations applicable in the residence hall in which the Premises are located.

**5. Department’s Responsibilities.**  Department agrees to:

 5.1 Comply with all check-in and check-out procedures.

 5.2 Pay for damage to the Premises and for damage to or loss of furniture, appliances and fixtures in the Premises caused by Department, its Attendees, invitees or any persons under Department’s control.

 5.3 Pay all charges for equipment (including cooking utensils, games, movies, phones, etc.) checked out to Attendees which are not returned by the Departure Date.

 5.4 Pay all charges for all repairs and non-routine cleaning of the Premises arising out of Department’s use as determined by CES in its sole discretion.

**6. CES’s Responsibilities**. CES agrees to:

 6.1 Provide space and a limited number of tables and chairs in the residence hall lobby or other area specified by CES for distribution of Department’s materials to Attendees.

 6.2 Provide check in services for Attendees, including blocking of sleeping rooms, mailboxes, and room keys, building access keycards/keys, and (if purchased from University of Minnesota Dining Services) meal service access added to building access keycards.

 6.3 Assist Department in preparing any required safety orientation for minor Attendees.

 6.4 Operate an Information Desk and provide CES’s customary professional residence hall management services.

 6.5 Provide maintenance and operational services in accordance with its routine schedule for the building of which the Leased Premises are a part.

 6.6 Provide linens and housekeeping service as stated in the Synopsis.

**7. Right of Entry.** CES or its designee shall have the right upon reasonable notice to enter the Premises including all sleeping rooms (except in emergency situations when CES shall have the immediate right to enter) for the purposes of (i) making repairs, renovations, additions or alterations, (ii) ensuring health, fire and safety regulations are observed, (iii) as a part of check-in/checkout procedures, or (iv) safety checks.

**8. Keys; Conference Cards.**

 8.1 Keys to the Premises will be picked up and returned to the Information Desk located in the Premises by Department or its Attendees. Keys must be returned on or before the Departure Date. Department will be charged $60.00 for each room key and $35.00 for each mailbox key replaced during occupancy. Room keys and mailbox keys not returned at check-out will be considered lost and Department will be charged a $95.00 fee for each set of lost keys.

 8.2 Conference cards will be issued for each Attendee (including Attendees commuting who will have meals in University residential dining facilities) and available for pick up along with the room key (if the Attendee will be occupying a sleeping room). Conference cards will be used (i) to facilitate registration, (ii) for admittance to residential restaurant for meals, and (iii) for access to secured buildings Department will be charged $15.00 to replace a lost conference card.

**9.** **Concessions/Novelties.**

 9.1 Department shall not sell any concessions or novelties at the university without CES’s prior written consent. Department is specifically advised that no food may be served on the Premises without the permission of University of Minnesota Dining Services and that, in some instances, a permit from the University of Minnesota’s Department of Environmental Health and Safety is also required. Department shall not sell, distribute, dispense, advertise or promote any alcoholic or non-alcoholic beverage (or permit any other person to do the same). Department shall not limit Attendees’ access to vending machines maintained by CES.

 9.2 If the Synopsis allows Department to operate a camp store in the residence hall, CES approves the sale of the following items from the camp store: food (candy, chips and salty snacks) and beverages in compliance with University of Minnesota’s Coca-Cola contract; and the merchandise and equipment related to Department’s permitted on-campus activities which are listed in the Synopsis. No merchandise bearing the name, logos wordmarks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University.

**10. Food Service.** University of Minnesota Dining Services (“**UMDS**”) shall provide food service in a residential dining facility at the rate specified in the Synopsis. Unless otherwise agreed by Department, CES and UMDS, food service shall include three meals per day for all Attendees. All meals will be charged according to the dining guarantee provided by Department at least 14 calendar days prior to Department’s arrival. If Department receives notice of Attendee cancellations after providing UMDS with the dining guarantee, Department will be charged for the first 14 calendar days of meals for those Attendees. Requests for meals for additional Attendees are subject to availability. Attendees under the age of 10 who reside off campus may take meals in the residential dining area with resident Attendees and chaperones.

 10.1 If Department chooses to have less than the three meals per day, Department will be charged at the casual meal rate for those meals guaranteed.

 10.2 Additional meals requested by Department after the dining guarantee has been provided will be charged at the group’s contracted meal rate. If Department’s meal numbers exceed the 14 calendar day dining guarantee, all additional meals will be charged at the groups casual meal rate.

10.3 If Department does not provide the dining guarantee by 8 a.m. at least 14 days prior to arrival, Department will be charged based on the dining estimate provided for the contract or actual meals used, whichever is higher.

 10.4 If confirmed reservations at a Dining Facility decrease to fewer than 100 persons and that Dining Facility is closed due to the decrease in reservations, CES shall offer available dining alternatives to Department.

 10.5 CES reserves the right upon reasonable notice to relocate Department from Dining Facilities assigned to Department in this Agreement to an alternative Dining Facility at any time during the term of this Agreement.

**11. Parking.** Department must notify CES at least 14 calendar days prior to check in of the actual number of parking spaces and the number of days for which parking is requested. Department’s final billing will be based on the number of spaces and days requested at the 14 calendar day deadline. No refunds will be given if a space is not used or if the number of days is fewer than stated by Department 14 calendar days prior to check in. CES shall make an effort to provide, but cannot guarantee, additional parking for requests received after the 14 calendar day deadline.

**12. Alterations; Signs.** Department shall not decorate, change or alter the Premises of which they are a part, nor shall Department display any signs or advertising on or within the Premises of which they are a part, without the prior written consent of CES, which CES may grant or withhold in its sole discretion. CES agrees to permit Department to post a reasonable number of signs, such as schedules, contact information and emergency information, so that participants are able to contact Department staff in case of emergency and for safety purposes.

**13.** **Personal Property.**  Department is responsible for loss of or damage to any personal property of Department, Attendees or other persons under Department’s control located within the Premises or otherwise on University property, before, during or after the term of this Agreement.

**14. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by electronic mail (provided such delivery is confirmed), to CES, Attention: Director of Conferences & Event Services, Comstock Hall – East, uces@umn.edu. Notices to Department shall be sent to the address shown in the Synopsis.

**15. Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

**16. Exhibits.** The terms and conditions of Exhibit A (the Synopsis) and Exhibit B (the Camp Addendum), if applicable, to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of this Agreement conflict with any of the terms and conditions of the attached exhibit(s), the terms and conditions of the exhibit(s) shall control. All capitalized terms in any exhibit(s) which are not specifically defined in such exhibit(s) shall have the meanings given them in this Agreement.

**17. Acceptance.** This Agreement represents an offer by CES for Department’s use of the Facilities. This offer may be accepted by Department by returning a copy of this Agreement signed by Department to CES. This offer and the reservation of spaces expire if CES has not received the signed Agreement by      , whereupon neither CES nor Department will have any further obligations to the other with respect to this Agreement.

 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**Conference & Event Services,**

**Department of Housing & Residential Life**

By: By:

Name:       Name:

Title:       Title:

Date: Date: \_\_\_\_\_\_

EXHIBIT A

SYNOPSIS

(attached)

EXHIBIT B

CAMP ADDENDUM

TO

SUMMER HOUSING AGREEMENT

(Internal Users)

**1. Camp Stores.** Departments desiring to operate camp stores within the Premises may do so only with written consent of CES. Departments shall operate camp stores out of room(s) designated by CES and shall pay an additional fee for the use of such room(s). Department shall be responsible for maintaining the store and sell only merchandise identified in the Synopsis. No merchandise bearing the name logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University. No food or beverage shall be sold at a camp store or otherwise offered by Department without the written consent of University of Minnesota Dining Services and University of Minnesota’s Department of Environmental Health & Safety. Department shall not interfere with access to vending machines located within the Premises or on any University property.

**2. Supervision; Safety and Protection of Minors.**

2.1 Department shall be responsible for (i) supervising Attendees while anywhere on University property and (ii) providing qualified, properly trained and responsible adult supervisors to ensure compliance with University policies, including the University’s Safety of Minors policy (<https://policy.umn.edu/operations/minorsafety>), as well as all rules, regulations and procedures for use of the Premises or other University property, throughout the entire term of this Agreement. At a minimum, Department must meet all of the requirements in the following Sections of the University's Health and Safety Requirements and Expectations for Programs Involving Minors (available at <https://policy.umn.edu/operations/minorsafety-appa>):  Program Staff Training, Supervision of Minors, Program Staff and Participant Interactions, Safe Movement of Minors, and Accident and Illness Prevention and Management.

2.2 Department represents and certifies that:

* Department’s employees, camp counselors, supervisors, volunteers, and any others interacting with Attendees who are minors (and anyone who supervises such persons) (collectively, “Department Parties”) have passed a criminal background check and a national sex offender registry check no less than three years prior to the Event;
* Department Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minnesota Statutes Chapter 260E [if Department Parties require additional training, University offers training that satisfies this requirement, as well as other training; for more information, please contact the Primary Contact for the Safety of Minors Policy ([https://policy.umn.edu/operations/minorsafety)](https://policy.umn.edu/operations/minorsafety%29)]; and
* Department maintains a readily-accessible list of parent and/or legal guardian emergency contacts for Attendees who are minors.

**3. Medical Consent Forms.** Department shall obtain for each minor attendee a medical consent form signed by a parent or legal guardian authorizing Department and its employees or staff to take ill or injured Attendees for medical treatment. Department agrees to provide signed forms to CES upon request.

**4. Retention of Records.** Department shall maintain lists of Attendees, staff personnel and chaperones, releases and other records related to Department’s use of the Premises for a period of six years following the Departure Date.

**5. Reporting of Incidents/Accidents.** Department shall submit a University-approved injury report (Personal Injury Accident Report) to the Office of Risk Management within 24-hours of an incident. All incidents shall be reported regardless of the severity or type of injury.