

CONTRACT NAME: AGREEMENT BETWEEN SOUTHERN OREGON UNIVERSITY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between Southern Oregon University and DJUSD is to provide housing for students and staff attending the Shakespeare Festival in Ashland, Oregon from April 25 to April 27, 2017.

The total costs for the housing and meals is \$7,896. The trip is being funded by donations and no students were excluded due to inability to pay.



University Housing | Conference Services

1250 Siskiyou Boulevard
Ashland, Oregon 97520

T: 541.552.6375

F: 541.552.6380

E: conferences@sou.edu

**Conference Group Contractual Agreement
Agreement for Use of Residence Hall and Dining Facilities**

This Agreement, dated 11/28/2016, is between Southern Oregon University acting by and through The Southern Oregon University Board of Trustees, (hereinafter called 'University'), and Davis high School, (hereinafter called 'User'), for the use of Residence Hall and Dining Facilities at Southern Oregon University. In consideration of the mutual promises contained herein, the parties agree to the following:

A preliminary reservation has been made for you. In order to accept and secure this reservation, the group advisor must sign, date and return all copies of this Legally Binding Contractual Agreement, along with a non-refundable prepayment of \$800. This non-refundable prepayment is equal to 10% of the total estimated bill (Rounded to the nearest hundred dollars). The minimum prepayment is \$200.00. If the signed Agreement and non-refundable prepayment are not returned within twenty (20) business days of the Agreement date, 11/28/2016, the reservation may be cancelled at the discretion of the University.

Residence Hall Facilities

The University will reserve residence hall rooms as follows:

Accommodations for 44 people for 2 night(s) beginning with your arrival on 4/25/2017 at 4:30 PM.

All participants will be properly checked-out on 4/27/2017 before 10:00 AM, or late fees may be charged to User.

The user is responsible at all times for the behavior of conference participants and must ensure adherence of conference participants to all applicable City, State, Federal, and University laws, regulations, and policies. User's representative (the group advisor) must be available to supervise group participants through the entire stay at the University. Minors will be supervised at all times by adults provided by User. At least one chaperone per every ten (10) minors is required. A list of participants is to be provided by User to the University Conference Office at least fifteen (15) business days prior to the beginning of the conference. University will make every attempt to assign rooms as requested by User, but reserves the right to assign rooms where space is available, including placing User in one or more residence halls.

Food Services

The University will provide cafeteria-style food service in the University Dining Commons for the following meal plans, on the following dates. Meal times and options available may vary depending on academic breaks. Catered meals, sack lunches, and special meals are available through special order with the Conference Office.

	Date	Service
First Meal	4/25/2017	Dinner
Last Meal	4/27/2017	Breakfast

Meal Location	Date	Breakfast	Lunch	Dinner
The Hawk Dining Commons	4/25/2017	NA	NA	44
The Hawk Dining Commons	4/26/2017	44	44	44
The Hawk Dining Commons	4/27/2017	44	NA	NA
Choose an item.	N/A	NA	NA	NA
Choose an item.	N/A	NA	NA	NA

Meeting Facilities

User has requested the following meeting facilities from the University: None Requested

Conference meeting spaces will be billed at \$100/day for SOU-affiliated groups, \$200/day for groups not affiliated with SOU, and \$50/day for conference groups that are staying in University Housing facilities. Meeting-space billings will not be prorated per hour. The University reserves the right to adjust and/or cancel room reservations up to ten (10) business days prior to User's arrival.

Rates and Fees

Double Room, per person, per night: **Cox Suite - \$65.00**

Single Room, per person, per night: **Cox Suite - \$90.00**

Meals: **Youth: Breakfast - \$7.00, Lunch - \$8.00, Dinner - \$11.00**

When meal cards are required, a \$1/card administrative fee will be charged.

Parking Fees

All parking administration is managed by SOU Campus Public Safety (541-552-6666 or parking@sou.edu). SOU Conference Services no longer administers any parking permits. Parking permits are required for all vehicles parked in campus parking lots. Permit kiosks are located in most campus parking lots (Including lot 12 at Cox Hall and lot 1 near The Hawk). Permit Kiosks accept credit cards and/or coins (Bills not accepted). Printed parking permits are required to be on the dash of each vehicle, while parked on campus. Parking permits from any SOU permit kiosk are valid in every campus parking lot (unless posted otherwise).

Daily permits are \$10.00, two day permits are \$20, and weekly permits are \$30.00. Our campus parking lots cannot accommodate buses. It is the User's responsibility to find off-campus bus parking.

Payment Terms

A Non-Refundable Prepayment is required to be returned with this signed Contractual Agreement in order to confirm this reservation. The remaining balance is due upon arrival. The University has a strict "no pay, no key" policy. The University accepts payments via Visa, Mastercard, Money Order, or check payable to 'Southern Oregon University'. Call 541-552-6375 during business hours to pay with Visa/Mastercard.

Minimum Charges

The University requires a minimum of fifteen (15) participants; if the actual number of participants is fewer than fifteen (15), then the User agrees by signature on this contract to pay for a minimum of fifteen (15) participants per night. University will bill User for damage to university facilities, or keys not received back by the Conference Office; User will pay such charges within thirty (30) days of departure. Lost keys are billed at \$125.00 (One hundred twenty five dollars) each to replace door locks and to maintain building security. Lost access fobs are billed at \$50.00 (Fifty dollars) each.

For groups with fewer than 100 (One hundred) beds reserved, the University requires that any cancellation or change to the above Residence Hall and Food Service reservations must be made in writing to the Conference Office a minimum of thirty (30) days prior to User's date of arrival as listed above. The User agrees to pay for all services reserved as of thirty (30) days prior to User's date of arrival as listed above.

For groups with 100 (One hundred) beds or more reserved, the University requires that any cancellation or change to the above Residence Hall and Food Service reservations must be made in writing to the Conference Office a minimum of sixty (60) days prior to User's date of arrival as listed above. The User agrees to pay for all services reserved as of sixty (60) days prior to User's date of arrival as listed above.

Shakespeare-Related Programs/Visits

Groups staying at Southern Oregon University for the primary purpose of attending plays at the Oregon Shakespeare Festival are also required to take a minimum of four (4) hours of educational instruction to supplement their stay. Classes can be arranged through the Shakespeare Studies Visiting Group Office or directly through the Oregon Shakespeare Festival. Additionally, middle/high school groups can request a campus tour and presentation from the Office of Admissions, which will count towards one (1) hour of educational instruction.

Special Accommodations

The University is committed to making its programs and facilities accessible to those with disabilities. Not all residence halls or classrooms on our campus may be suitable for those who need special accommodations. User will notify the University

as far in advance as possible, and no less than thirty (30) days before User's date of arrival, of any special accommodations needed.

Assignments

Once a facility has been scheduled, every effort will be made to avoid last-minute changes to the assignment. However, the University reserves the right to reassign or substitute as it deems necessary, and reserves the right to reassign or substitute facilities as available when the University deems such reassignment is in the best interest of the University.

Remedies

Moreover, the User shall save, defend, indemnify, and hold harmless the State of Oregon, the Southern Oregon University Board of Trustees, the University, and their officers, agents, employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of the User or its subcontractors, agents, or employees acting under this agreement.

Neither the University nor User shall be held responsible for any delay or default in fulfilling the terms of this Agreement caused by fire, riot, acts of God or nature, or war, where such cause was beyond the reasonable control of, respectively, the University, or User. User and University shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.

This contract may be terminated at any time by The University upon thirty (30) days' written notice to User. The Southern Oregon University President or designee may terminate this contract effective upon delivery of notice to User, or at a later date as identified by the Southern Oregon University President or designee.

Liability Insurance

The user shall provide proof of General Liability insurance with a minimum coverage of two million dollars (\$2,000,000) per occurrence no less than thirty (30) days before User's date of arrival.

Acceptance of Agreement

To be valid, this Agreement must be signed below by an authorized agent of the User and returned to the University's Conference Office no later than twenty (20) business days after the date at the top of this Agreement with the non-refundable pre-payment.

Assistant Director or Conference Coordinator
University Housing, Southern Oregon University



Bruce E. Colby, Chief Business Officer

Date



Date

Davis High School

315 West 14th Street

Davis, CA 95616

714-679-5648

avazquez@djustd.net

Sign and Return with Deposit to:
Southern Oregon University
Conference Services
1250 Siskiyou Blvd
Ashland, OR 97520



INVOICE

University Housing | Conference Services
 1250 Siskiyou Blvd
 Ashland, OR 97520
 p 541.552.6375 | f 541.552.6380
 conferences@sou.edu

DATE November 28, 2016
 Customer ID: C00011004

TO Davis High School
 c/o Anthony Vasquez
 315 West 14th Street
 Davis, CA 95616

Arrival Date: April 25 2017
 Departure Date: April 27, 2017

First Meal: Dinner on April 25, 2017
 Last Meal: Breakfast on April 27, 2017

LODGING				
DESCRIPTION	QUANTITY	# of NIGHTS	RATE	LINE TOTAL
Standard Single Room			\$60.00	
Standard Double Room			\$40.00	
Suite Single Room	4	2	\$95.00	\$760.00
Suite Double Room	40	2	\$65.00	\$5,200.00
LODGING SUBTOTAL				\$5,960.00

MEALS				
DESCRIPTION	QUANTITY	# of MEALS	RATE	LINE TOTAL
Breakfast	44	2	\$7.00	\$616.00
Lunch / Brunch	44	1	\$8.00	\$352.00
Dinner	44	2	\$11.00	\$968.00
Catered Breakfast			\$9.95	
Large Good To-Go Lunch			\$11.25	
Meal Administrative Charge			\$1.00	
MEAL SUBTOTAL				\$1,936.00

OTHER			
DESCRIPTION	QUANTITY	RATE	LINE TOTAL
OTHER SUBTOTAL			\$0.00

PAYMENTS		
DESCRIPTION	CHECK NUMBER	Payment
PAYMENTS SUBTOTAL		\$0.00

LODGING SUBTOTAL	\$5,960.00
MEAL SUBTOTAL	\$1,936.00
OTHER SUBTOTAL	\$0.00
TOTAL	\$7,896.00
PAYMENTS SUBTOTAL	\$0.00
BALANCE REMAINING	\$7,896.00

Make all checks payable to Southern Oregon University
THANK YOU FOR YOUR BUSINESS!