

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 for the use of Residence Hall and Dining Facilities at Southern Oregon University for meals from March 1, 2018 to March 2, 2018. The Holmes Junior High School students will be on a field trip to Ashland, Oregon, to attend plays at the Oregon Shakespeare festival.



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 1/30/2018, is between Southern Oregon University acting by and through The Southern Oregon University Board of Trustees, (hereinafter called 'University'), and Oliver Wendell Holmes Jr High School, (hereinafter called 'User'), for the use of Residence Hall and Dining Facilities at Southern Oregon University (the "Agreement"). 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 deposit of \$798. This non-refundable deposit is equal to \$200.00 or 10% of the total estimated bill (Rounded to the nearest hundred dollars), whichever is greater. The deposit amount is applied to the group's final invoice total. If the signed Agreement and non-refundable deposit are not returned within twenty (20) business days of the Agreement date, 1/30/2018, the reservation may be cancelled at the discretion of the University.

Residence Hall Facilities

The University will reserve residence hall rooms as follows:

Meals Only for 28 people for N/A night(s) beginning with your arrival for lunch on 3/1/2018 at 11:30-12:15 PM.

All participants will have their final meal on 3/2/18 at 11:30-12:15 PM.

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. University reserves the right to immediately dismiss any of User's participants, employees, advisors, representatives, chaperones, or agents from the residence halls and/or other campus facilities if it reasonably determines that such individual(s) involved with the conference have violated law or University policy. 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. If minors are present during the conference, User will provide a list of all chaperones or other adults that will have significant or supervisory contact with the minors ("Chaperones"). User will conduct background checks on such Chaperones at User's expense and confirm the completion of such background checks; the list will provide a confirmation that the Chaperone cleared the background check, the date that the clearance was provided and a description of the information covered by the background check. Chaperones that do not pass or do not have a completed background check will not be permitted to supervise minors or stay in the residence halls with or adjacent to the minor participants. University will make every attempt to assign rooms as requested by User, but reserves the right to assign rooms and buildings 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	3/1/2018	Lunch
Last Meal	3/2/2018	Lunch

Meal Location	Date	Breakfast	Lunch	Dinner
The Hawk Dining Commons	3/1/2018	NA	28	28
The Hawk Dining Commons	3/2/2018	NA	28	NA
Choose an item.	NA	NA	NA	NA
Choose an item.	NA	NA	NA	NA
Choose an item.	NA	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: Choose an item.

Single Room, per person, per night: Choose an item.

Meals: **Youth: Breakfast - \$7.50, Lunch - \$8.50, Dinner - \$11.50**

When meal cards are required, a \$1.00 per card administrative fee will be charged.

Parking Fees

All parking administration is managed by SOU Parking (541-552-7275 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). There can only be one vehicle registered per transaction, when paying at the kiosk. Virtual parking permits are required to be on the dash of each vehicle, while parked on campus. Virtual 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 deposit is required to be submitted with this signed Agreement in order to confirm this reservation. The remaining balance is due five (5) business days prior to User's arrival. Payment for any additional conference participants shall be made promptly following the requested additions. 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 Agreement 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.

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 disability accommodations. User will notify the University as far in advance as reasonably possible, and no less than ten (10) calendar days before User's date of arrival, of any disability accommodations needed so that accessible residence hall or classroom accommodations can be reserved.

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 may be terminated at any time by The University upon thirty (30) days' written notice to User. In the event of material breach or default by the User, University may terminate this Agreement effective upon delivery of notice to User, or at a later date as identified by the University in such notice.

Liability Insurance

User shall provide General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000, for each claim, incident or occurrence with a minimum annual aggregate of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the Southern Oregon University and its trustees, officers, employees, volunteers, and agents are Additional Insureds but only with respect to events and services resulting from this Agreement. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Southern Oregon University and their officers, trustees, directors and employees shall be included as additional insureds in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months.

Indemnification

User shall indemnify and hold harmless SOU and its officers, trustees, divisions, agents, employees, and members from all claims, suits, or actions of any nature arising out of the activities of User, its officers, contractors, volunteers, agents, participants or employees under this Agreement. User shall have control of the defense and settlement of any claim; however, neither User nor any attorney engaged by User shall defend the claim in the name of Southern Oregon University (or the State of Oregon or any agency of the State of Oregon), nor purport to act as legal representative of Southern Oregon University (or the State of Oregon), without first receiving from Southern Oregon University's General Counsel, in a form and manner determined appropriate by that individual, authority to act as legal counsel for SOU, nor shall User settle any claim on behalf of the SOU (or the State of Oregon) without the approval of the SOU General Counsel. SOU may, at its election and expense, assume its own defense and settlement in the event that the SOU determines that User is prohibited from defending SOU, or is not adequately defending SOU and/or the State of Oregon's interests, or that an important governmental principle is at issue and SOU desires to assume its own defense.

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

Date

Bruce E. Colby
Chief Business Officer
DJUSD - Signature

Date

Oliver Wendell Holmes Jr High

916-764-9165

1220 Drexel Drive

jreeve@djusd.net

Davis, CA 95616

Sign and Return with Deposit to:

Southern Oregon University
Conference Services
1250 Siskiyou Blvd
Ashland, OR 97520

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