



**UNIVERSITY HOUSING
NORTH CAROLINA STATE UNIVERSITY
STATE OF NORTH CAROLINA
COUNTY OF WAKE**

(Revised 11/11)

CONFERENCE SERVICES CONTRACT

This Agreement, made by and between NC State University hereinafter referred to as “**NC STATE**” and _____ hereinafter referred to as “**GROUP**”;

WITNESSETH

THAT WHEREAS, **NC STATE** owns certain facilities described in the provided Terms and Conditions, which during the summer each year have become available for group and individual housing needs; and

WHEREAS, **GROUP** desires to use these premises for the purpose herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, **NC STATE** and **GROUP** agree as follows:

Section 1 - GRANT

- 1.0 **NC STATE** hereby grants permission to **GROUP** to use the following facilities: _____ **estimated** bed spaces in _____, hereinafter referred to as “**FACILITY**”, for the sole purpose of residing in conference housing at **NC STATE**.

NC STATE RESERVES THE RIGHT TO MAKE CHANGES IN FACILITY ASSIGNMENT BASED UPON THE NEEDS OF THE NC STATE NC STATE HOUSING CONFERENCE PROGRAM.

Section 2 – TERMS

- 2.0 **GROUP** shall be permitted to use the **FACILITY** from **Start Date:** _____ to **End Date:** _____

Early arrival participants shall access said **FACILITY** as follows:

Date: _____ for **Number of Early Arrivals** _____

Section 3 - CHARGES

3.0 HOUSING space shall be charged based on the following rate schedule, per person, per night:

Room Type 1: _____
Number of Rooms: _____ **Linen Package:** _____ **Room Rate:** _____
Room Type 2: _____
Number of Rooms: _____ **Linen Package:** _____ **Room Rate:** _____
Room Type 3: _____
Number of Rooms: _____ **Linen Package:** _____ **Room Rate:** _____

COMP/DISCOUNT HOUSING is applicable for groups with adult staff staying two or more consecutive nights. Comps based on 1:25 ratio.

Applicable: _____ **Estimated Number:** _____

Detail: _____

3.1 CABLE TV service shall be an additional \$2.50/room/night. Individual participants or groups must provide their own TV sets. Cable is comparable to the "Premium" Time-Warner Cable TV package.

Applicable: _____ **Number:** _____

3.2 RESNET/INTERNET access service shall be an additional \$5.00/user ID/night. RESNET Internet access is wired and requires the use of an Ethernet cable. Individuals or groups must provide their own computers and Ethernet cables. ID is valid on personal computer in user's assigned housing accommodation.

Applicable: _____ **Number:** _____

3.3 DINING services are provided through one of our dining halls, food court eateries, or convenience stores. The final dining hall location will be determined two weeks prior to your event, and you will be notified via email. A debit account balance will be created for each conference card. Meal cards are charged current rate information at the time of the event plus a 6% service charge.

A surcharge of \$250 may be assessed if **GROUP's** total participant count exceeds the participant guarantee by 15%, or 20 persons per meal, whichever is greater.

Applicable: _____

of Meal Cards: _____ **# of Meals Per Card:** _____

Restricted to Dining Only: _____

of All Campus Cards: _____ **Cash Value of Card(s):** _____

3.4 PARKING permits are available at a rate of \$2.50/permit/day.

Applicable: _____ **Number of Permits:** _____

Dates of Use: _____

3.5 INDIVIDUAL GYM ACCESS is available at a rate of \$15.00/person/week, or \$10.00/person/one time visit plus a 6% service charge. Guests under the age of 18 must be accompanied by an adult at all times while in the gymnasium. Rates are subject to change.

Applicable: _____ **Number:** _____

Section 4 - ADDITIONAL SERVICES

Final details for any additional services in this section will be set forth in a written, signed addendum to this contract. This section is a request for such services.

4.0 CATERING services are provided through University Catering based upon availability. A representative from Catering Services will contact you to discuss the menu for your event. A rate quote will be provided when logistics are finalized and will be based on current rate information at the time of event. Catering is coordinated at cost plus a 6% service charge.

Applicable: _____ **Estimated Number:** _____

Event Details: _____

4.1 GROUP GYM SPACE may be scheduled for exclusive use based on availability. This space is separated from the remainder of the gym but not secure. **NC STATE** is not responsible for loss of or damage to any personal property.

A rate quote for your request will be finalized upon confirmation with the Carmichael Complex staff. The quote will be based on current rate information including room set-up, equipment, staffing, and building hours. Group gym space is coordinated at cost plus a 6% service charge.

Applicable: _____ **Estimated Number:** _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

Set-up Requirements: _____

4.2 COMMON SPACE/LOUNGES in University Housing residence halls or apartments may be scheduled for exclusive use based on availability. COMMON SPACE/LOUNGES refers to space in assigned residence hall(s) or other university housing facilities. This space is not able to be secured, and **NC STATE** is not responsible for loss of or damage to any personal property. **GROUP** is responsible for set-up and breakdown of space. **GROUP** is responsible for removal of all trash and returning space to the condition found before usage.

Applicable: _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

4.3 COMPUTER LAB ACCESS may be requested for use based on availability. There is a charge of \$5.00 per guest login ID per day. Computer lab IDs are only valid in the residence hall/apartment computer lab to which they are assigned. Printing is not available.

Applicable: _____ **Number:** _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

4.4 OUTDOOR SPACE includes but is not limited to Lee Field, Harris Field and Method Field. Each may be scheduled for exclusive use based on availability. The outdoor space is not secured, and **NC STATE** is not responsible for loss of or damage to any personal property. Applicable permits will be coordinated by Conference Services.

During inclement weather, if 30 seconds elapses between seeing lighting and hearing its associated thunder, all individuals shall leave the athletic field(s) and seek safe shelter. Participants may return to the field(s) and resume activities 30 minutes after both the last sound of thunder and the last flash of lightning.

Applicable: _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

GROUP will be charged a rate of \$50 for a half day, with a maximum rate of \$100 per full day for using the **OUTDOOR SPACE** of Lee Field or Harris Field. Method Field charge is \$100 for a half day, with a maximum rate of \$200 per full day. Rates are based on 4 hours or less for half day.

4.5 NC STATE MULTI-PURPOSE SPACE in non-academic buildings may be scheduled for exclusive use based on availability. NC STATE MULTI-PURPOSE SPACE refers to space on **NC STATE** outside of residence hall/apartment space or academic space, i.e. Talley Student Center, Witherspoon Cinema, ES King Village, Stewart Theatre, etc.

Applicable: _____ **Number:** _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

A rate quote for your request will be provided by Conference Services prior to your arrival. The quote will be based on current rate information including room set-up, equipment rental, staffing, building hours plus a 6% service charge.

4.6 NC STATE CLASSROOM SPACE may be scheduled for exclusive use based on availability. NC STATE CLASSROOM SPACE refers to space within academic buildings. Rental fees in these facilities are waived for University sponsored events.

Applicable: _____ **Number:** _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

Rates for use of NC STATE CLASSROOM SPACE are based upon classroom size and length of rental. **GROUP** may be charged a minimum of \$25 half day fee not to exceed \$100 for a full day rental. Rates are based on 4 hours or less for half day.

4.7 **ADDITIONAL NEEDS OR SERVICES** the **GROUP** requested from **NC STATE** pertaining to check-in, check-out, shipping, bed height, etc.

Applicable: _____

Equipment/Service Requested: _____

Space(s) Requested: _____

Date(s) Requested: _____

Time(s) Requested: _____

- 4.8 ADA REQUIREMENTS the **GROUP** requested from **NC STATE** including, but not limited to, reasonable housing, ramps or personal care attendants. It is the **GROUP'S** responsibility to notify **NC STATE** of any ADA needs.

Applicable: _____

Equipment/Service Requested: _____

Details: _____

Section 5 – DAMAGES

- 5.0 **GROUP** shall reimburse the **NC STATE** for any damages sustained to University property if caused by the **GROUP** or the **GROUP'S** participants including, but not limited, to lock changes required due to lost, missing, or damaged keys/ fobs caused by the **GROUP** or the **GROUP'S** participants Lock changes are \$115 per key.

Section 6 - PAYMENT AND ACCOUNTING

- 6.0 **NC STATE** will invoice **GROUP** for the cost of housing and any additional services following the conference.
- 6.1 **NC STATE** reserves the right to require a deposit from camps and conferences either new to NC State University or camps and conferences that have been delinquent in processing final payments in the past. The deposit shall equal 50% of the contracted requests for housing, dining and any other related service charges. If a deposit is required, **NC STATE** will advise the **GROUP** in writing. The deposit is due two (2) months prior to contracted check-in date and will be applied toward final balance due.
- 6.2 **GROUP** agrees to pay all charges due under this contract within 30 days of receipt (or attempted delivery) of the billing statement, in the form of a check drawn within the United States, money order, credit card (MasterCard, Visa.), or Inter-Departmental Transfer, hereinafter referred to as "IDT." If **GROUP** is paying by IDT, account information must be provided two weeks prior to scheduled start date.
- 6.3 **GROUP** will be assessed statutory interest (a variable rate mandated by North Carolina General Statute §147-86.23) and a late charge of up to 10% for overdue accounts receivable. A \$30 charge will be assessed for a returned check.

Section 7- MINIMUM NUMBER GUARANTEE

- 7.0 **GROUP** shall submit by 5:00 pm before or on _____ the minimum guaranteed number of individuals for all contracted services listed in Sections 3.1 through 4.6.

- 7.1 **NC STATE** shall email **GROUP** a blank housing roster in an Excel format at least three (3) weeks prior to the contracted check-in date. **GROUP** is responsible for completing the roster including all roommate assignments.

GROUP shall submit by 5:00 pm before or on _____ the completed Excel housing roster with accurate arrival and departure dates. Roster will serve as **GROUP'S** housing guarantee.

Should the **GROUP** not submit a guarantee by the above referenced date, the **NC STATE** reserves the right to use the conference dates and estimated bed spaces under Section 1.0 and 2.0 of this document as the **GROUP** guarantee.

- 7.2 If fewer individuals are housed, **GROUP** will be billed the minimum number guaranteed for housing, and any other contracted service already arranged.
- 7.3 Additional individuals may be housed if space permits. If additional individuals are housed, group will be charged based on actual numbers housed.

Section 8 – CANCELLATION

- 8.0 **GROUP** may cancel the request for housing and services without penalty or financial obligation if done in writing 30 days or more prior to check-in date.
- 8.1 If **GROUP** cancels less than 30 days prior to check-in, **GROUP** will be billed for 25% of the contracted request for housing space and dining requests along with any other related service charges incurred for rentals or reservations.
- 8.2 If **GROUP** has a signed contract on file and fails to show up on their contracted check-in date, **GROUP** will be considered a “no show” and be billed for 50% of contracted bed spaces and 100% of dining requests plus any other related service charges incurred for rentals or reservations.
- 8.3 Neither party shall be responsible for failure to perform any terms or conditions of this Agreement for reasons beyond its control, provided, however, that **GROUP** shall remain responsible for payment as provided above.

Section 9 - ADDITIONAL TERMS AND CONDITIONS

- 9.0 **GROUP** hereby agrees to share applicable information with all individual participants in the group, including minors' parents or legal guardians, and agrees to abide by the Conference Services Terms and Conditions available online at <http://www.ncsu.edu/housing/conferences/forms/terms0910.pdf> and previously provided to **GROUP** and incorporated herein by reference. However, in the event of a conflict in information with the Terms Conditions document, this contract shall take precedence.

Section 10 – MEDICAL EMERGENCIES

- 10.0 In the case of a medical emergency, **GROUP** participants are instructed to dial 911 or seek urgent care through a medical provider off campus. Illness or injury occurring prior to camp/conference or while at home should be cared for at the time of occurrence.

GROUP must provide a chaperone to stay with the injured participant while waiting for EMS and/or during transport to an off campus medical facility. This person should be on the **GROUP's** staff and not a volunteer or fellow participant.

Section 11 - LIABILITY RELEASE AND IDEMNIFICATION – NOT SUBJECT TO CLIENT MODIFICATION

- 11.0 The **NC STATE** shall have no responsibility for the safety and/or security of any person participating in the use of the property by **GROUP** except as may arise from the sole negligence of the **NC STATE** pursuant to the N.C. Tort Claims Act. **GROUP** expressly agrees to indemnify and hold harmless **NC STATE**, its officers, employees, students and agents, from all costs, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in **GROUP'S** use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of **GROUP**. The **GROUP** also agrees to indemnify and reimburse the **NC STATE** for any damage sustained to University property if caused by **GROUP** or the **GROUP'S** participants during the intended purposes of this agreement.

GROUP shall have a policy of comprehensive general liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of North Carolina, covering the use contemplated by this agreement with combined single limits of no less \$1,000,000 per occurrence and \$3,000,000 aggregate. The **GROUP** shall name the **NC STATE**, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. **GROUP** agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against **NC STATE**. The **GROUP** shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of North Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the **NC STATE**. If **GROUP** is a department, division, or other unit of **NC STATE**, the above and all requirements included within it are null and do not become part of the agreement between the parties. If **GROUP** is a state or federal government agency, indemnification is not required by law.

- 11.1 The requirements of Section 11.0 shall not apply if **GROUP** is a department, division, or other unit of **NC STATE**, or if **GROUP** is a state or federal government agency. In such case, the **NC STATE** and the **GROUP** party shall bear responsibility for liability as provided by law.
- 11.2 Discrimination based upon race, color, religion, creed, sex, national origin, age, disability, veteran status, or sexual orientation is in violation of federal and state law and

North Carolina State University policy, and will not be tolerated. The **NC STATE** does not practice or condone unlawful discrimination in any form against students, employees or conference guests.

Section 12 – SUSTAINABILITY

- 12.0 North Carolina State University supports environmental sustainability. University Housing Conference Services encourages event coordinators to plan events as green as possible, for example: limiting paper, utilizing technology to disseminate or publish information, providing recycling and composting receptacles as needed, encouraging use of alternate transportation, using bio-diesel or solar powered generators, and educating event participants and staff about green aspects of the event. For more information, visit: <http://www.ncsu.edu/housing/conferences/forms/greenguide.pdf>

Section 13 – GENERAL

- 13.0 The State or **NC STATE** auditor shall have access to persons and records as a result of all Agreements entered into by the NC State in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
- 13.1 If **NC STATE** provides any data to **GROUP** pursuant to this Agreement then **GROUP** shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by **NC STATE**, to fulfill **NC STATE**'s obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. **GROUP** shall immediately preserve and maintain data (and any generated email correspondence) upon **NC STATE**'s request or upon notice of litigation or audit and further **GROUP** shall make available all data that **NC STATE** may specify within the time limits required.
- 13.2 If **NC STATE** provides the **GROUP** with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, **GROUP** hereby certifies that collection of this information from **NC STATE** is necessary for the performance of **GROUP**'s duties and responsibilities on behalf of **NC STATE** under this Contract. **GROUP** further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with **GROUP** for a period of at least five (5) years from date of violation. If **GROUP** experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the **GROUP**'s responsibilities under the NC Identity Theft Protection Act, **GROUP** shall immediately notify **NC STATE** with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with **NC STATE**. **GROUP** shall indemnify **NC STATE** for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of **NC STATE** data provided to **GROUP** pursuant to the Contract.

- 13.3 If **NC STATE** provides the **GROUP** with “personally identifiable information” from a student’s education record as defined by the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulation 34 CFR §99.3, **GROUP** hereby certifies that collection of this information from **NC STATE** is necessary for the performance of **GROUP**’s duties and responsibilities on behalf of **NC STATE** under this Contract. In this instance, **NC STATE** considers **GROUP** a school official with a legitimate educational interest under FERPA. **GROUP** further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with **GROUP** for a period of at least five (5) years from date of violation. If **GROUP** experiences a security breach relating to this information or if **GROUP** re-discloses the information, **GROUP** shall immediately notify **NC STATE**. **GROUP** shall indemnify **NC STATE** for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of **NC STATE** data provided to **GROUP** pursuant to the Contract.
- 13.4 This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement. **GROUP** consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this agreement on behalf of the parties.

GROUP

NC STATE

By: _____

By: _____

Name: _____

Susan Grant, Director University Housing
Designee for Mr. Charles Leffler, Vice
Chancellor for Finance and Business

Date: _____

Date: _____