

Jackson State University
Housing and Residence Life
Summer Conference Housing

Terms and Agreement

Please read these terms and conditions as the parties hereto are entering into an agreement whereby JSU agrees to provide a residence hall beds/rooms under the terms and conditions herein. JSU and the SPONSOR agree to all mutually binding promises contained herein. The SPONSOR agrees to:

- A. Be responsible for the conduct of the group while on campus and to furnish supervision for groups containing precollege aged participants. The sponsor must provide (1) counselor or adult per every (25) guests.
- B. Advise the group of all JSU regulations, governing the use and occupancy of JSU facilities, and to abide by the same. This shall include laws prohibiting the use of alcoholic beverages on the JSU campus.
- C. To instruct all guests on proper use and care of all JSU facilities and grounds and to abide by all university rules. This includes adherence to community cleaning standards.
- D. Replace lost or damaged items furnished by JSU and compensate the university for any negligent or intentional breakage or damage to a room, its fixtures or other JSU facility by paying to JSU the cost of repairing or replacing the same including the cost of labor needed to repair or replace the damaged item(s).
- E. Hold harmless JSU from any suit, action at law, or other claim whatever resulting from or arising out of an injury to a participant's person or property while an occupant of a JSU housing facility under this contract. (If a participant is a minor, the covenant contained in this paragraph shall be construed as the covenant of the participant and his parent/guardian.)
- F. Be responsible and pay for lost room keys, building access cards, and linen (if applicable).
- G. To ensure that all guests check out at the front desk and turn in room keys and building access cards at that time. There will be a \$75.00 charge for each room key not returned and a 30.00 charge for each access card not returned.
- H. JSU will provide SPONSOR with an Excel worksheet form approximately 10 days prior to the arrival date. SPONSOR will assign guests to specific beds and will enter data into Worksheet. The worksheet must be returned to JSU Department of Housing and Residence Life no later than 4 days prior to the arrival date).
- I. JSU will provide SPONSOR an invoice for any damages/lost keys. SPONSOR will rectify damages within 5-10 business days.
- J. Provide Housing 50% of contract fee to hold reservation for SPONSOR. The remaining 50% of balance must be paid no later than 14 days prior to the arrival date of the camp. No refunds will be given for no shows or cancellations whether as a group or as an individual participant.

MISSISSIPPI STATE AGENCY PROVISIONS

MISSISSIPPI STATE AGENCY PROVISIONS. The Parties recognize and agree that Customer Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable.

- a) Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.
- b) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
- c) Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.
- d) Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.
- e) Failure of Legislature to appropriate. If University's performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of such non-appropriation and cancel this Agreement without further obligation of the University.
- f) Force Majeure. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.