



IDAHO STATE UNIVERSITY GUEST SERVICES

TERMS AND CONDITIONS

This Guest Services Agreement for space in a University Residence Hall and/or Apartment Complex is hereby made and entered into by and between Idaho State University, hereinafter referred to as "Idaho State University" and the Conference Sponsor and/or Guest.

NOTE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, WHEN YOU AND A UNIVERSITY HOUSING OFFICER SIGN THE IDAHO STATE UNIVERSITY GUEST SERVICES AGREEMENT, THIS AGREEMENT BECOMES A BINDING AGREEMENT BETWEEN YOU AND IDAHO STATE UNIVERSITY.

1. Terms and Conditions refer to the provisions set forth herein and terms and conditions of the Standard of Residences, Fire Safety Regulations, and Student Code of Conduct effective for 2007-2009.
2. Occupants: Conference sponsor acknowledges and agrees that only Conference Sponsor and/or guests and any roommate, which may be assigned by Idaho State University, at its discretion, will be permitted to occupy the assigned room. No other occupants shall be permitted without the prior written approval of Idaho State University Housing Office, which approval may be withheld.
3. Payments: Payments are due within 30 days (thirty calendar days) of billing postmark.
4. Default/Termination/Damages: In addition to any other rights and remedies available to Idaho State University at law or in equity, Idaho State University may terminate this Agreement upon the occurrence of any of the following circumstances:
 - a. If Conference Sponsor and/or any Conference Guest breaches, violates or fails to perform or otherwise is in default of any of the Terms and Conditions of this Agreement. In the event this Agreement is terminated in accordance with the provisions of this Section, Conference Sponsor and/or Guest shall be required to immediately surrender the Assigned Room/s and all University-owned property to the University under the same terms, conditions and covenants as would apply under this Agreement. If this Agreement is terminated under the provisions of this section, Idaho State University may re-let the Assigned Room or any part thereof in the name of Idaho State University on such terms and conditions as Idaho State University may determine and may collect and receive rent thereafter. No termination of this Agreement in accordance with the provisions of this section shall relieve the Conference Sponsor and/or Guest of obligations and liability under these Terms and Conditions, and such liabilities and obligations shall survive any termination of these Terms and Conditions. The provisions of the section relating to the rights and remedies of Idaho State University upon default or breach by Conference sponsor and/or Guest shall survive the termination or expiration of these Terms and Conditions; or
 - b. If Conference Sponsor and/or Guest fail(s) to comply with the rules and regulations set forth in the Student Code of Conduct, the Residence Hall Handbook, the Standards of

Residence, Safety Regulations, or any applicable local, state and federal laws, all of which are hereby incorporated by reference into this Agreement; or

- c. If Conference Sponsor and/or Guest fails to respect the rights of ISU residents and other guests; or
- d. If the Conference Sponsor and/or Guest fails to make Idaho State University Housing aware of changes in number of total guests staying in Housing, and/or total number of guests dining on campus within fourteen (14) days of Assigned check-in date.

Idaho State University may terminate this agreement for any of the above reasons upon giving three (3) days written notice. The notice shall state in general terms the reason for termination and state the date of termination, which must be at least three (3) days after serving the notice. After the date of termination, the University shall be entitled without further notice, to enter any Assigned Room and to repossess the same, and to remove persons and property without any liability for trespass or otherwise.

5. Requirement to Vacate Residence Halls and/or Apartment Complexes: When this Agreement expires and has not been renewed in writing, or when it is otherwise terminated, all Conference Participants must immediately vacate the Residence Hall and/or Apartment Complex and remove all of the guest's property from the area. If a Conference sponsor and/or Guest/s property remains in a Residence Hall and/or Apartment Complex after this Agreement has expired without renewal or has been terminated, the Conference Sponsor will be charged for the removal of any property and daily storage fees. If such property is not reclaimed and storage fees paid within thirty (30) days after the expiration of any termination of this Agreement, said property will be treated as abandoned property and Idaho State University may sell or otherwise dispose of such property in any manner without liability.
6. Indemnity: Conference Sponsor and/or Guest hereby agrees to hold Idaho State University harmless from any suit, actions at law, or other claim resulting from and injury to Conference sponsor, Guest and/or Guest's visitors or invitees or damage to property while living in a Residence Hall and/or Apartment Complex, unless the injury is caused by the negligence of Idaho State University or its authorized agents.
7. Conference Sponsors Responsibility for Repairs: All costs for repair or replacement of damages to the Conference sponsors Assigned Hall/s Guest's Assigned Room/s and/or Residence Hall and/or Apartment Complex not caused through normal wear and tear shall be the responsibility of the Conference Sponsor.
8. Occupancy Decisions: The University reserves the right, at its sole discretion, to make assignments of space within the Residence Halls and/or Apartment Complex, to authorize or deny room and roommate changes, to consolidate vacancies and to require Guests to relocate from any room or Residence Halls and/or Apartment Complex in an attempt to achieve a more effective or efficient conference program.
9. Right of Entry: The University will make reasonable efforts to afford privacy to Conference Guests within their assigned rooms. However the University shall at all times have the right to enter any portion of the Residence Hall and/or Apartment, including the Assigned room, during a real or apparent emergency as an issue of safety or security. For routine maintenance/repair,

to resolve any situation which is disturbing other occupants, or otherwise for the conduct of others University business. The University reserves the right to enter any assigned room.

10. No Firearms: Firearms are strictly prohibited in Residence Hall and/or Apartment Complex areas, including Guest's Assigned Room, as stipulated in the Student Code of Conduct. Any infraction of the rule may result in immediate termination of the Agreement and eviction. The infraction may also be reported as a violation of the Student Code of Conduct.
11. Pets: No cats, dogs or any other animals allowed.
12. Personal Property: the University shall not be liable to the Conference Sponsor and/or Guest for any damage within the assigned room or area, or for damage to or loss of property to the Conference Sponsor and/or Guest contained in room, storage, bike storage area or any other areas within the residence hall system therein resulting from any cause. Conference Sponsors and Guests are expected to obtain and maintain their own insurance on personal property.
13. Severability/Non-Waiver/Remedies Cumulative: This Agreement is intended to comply with all laws applicable to Idaho State University. If any one or more of the provisions of this Agreement of the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all their applications of any such provision shall not be affected thereby. The failure of Idaho State University to exercise any right or remedy available as a result of the Conference Sponsor and/or Guest's breach of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such breach. Remedies of Idaho State University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.
14. Collection Costs: Conference Sponsors shall pay all costs, including attorneys' fees and costs, incurred by Idaho State University in the collection of charges due under this Agreement, repossession of the Assigned room and/or Residence Hall, and enforcement of the terms/conditions of this Agreement.

Idaho State University does not discriminate on the basis of race, color, religion, national origin, sex, age or disability or status as a Vietnam era veteran in employment or in the admission or operation of its educational programs and activities as required.