TERMS & CONDITIONS

Eligibility

1. The University of Mississippi Student Housing Department coordinates summer camp and conference housing for those University departments and authorized, external third parties (collectively, “Sponsor” or “Sponsors”) who seek to utilize the University’s residence halls. All summer camps and conferences will take place between May 15, 2021 and July 26, 2021.

Reservations

2. Sponsor must submit a Camp & Conference Housing Reservations Request form to reserve rooms for a camp or conference. The reservation form shall specify the name and dates of Sponsor’s camp or conference, and the projected number of beds or sleeping rooms needed. Residence halls and sleeping rooms are reserved and confirmed on a first-come, first-served basis until the residence hall has reached capacity.

3. Reservations are confirmed when Sponsor and the University execute this Camp & Conference Housing Agreement. Sponsor is asked to adhere to the camp or conference dates specified in its Camp & Conference Housing Reservations Request form. Alternate camp or conference dates are not guaranteed, but subject to room availability and the priority of pre-existing reservations.

Hall and Room Assignments

4. Sponsor is not guaranteed exclusive occupancy of a residence hall. The University reserves the right to assign multiple camps or conferences to the same or several halls.

5. Sponsor may only reserve sleeping rooms in a residence hall. Meeting rooms and spaces for group activities and study hall are not included in this Agreement.

6. The University will make hall and room assignments based on the availability of the residence hall, the size of the camp or conference, the gender of the camp or conference participants, and the ratio of minors to adults.

7. The University’s traditional residence halls have community bathrooms. In those halls, persons of different genders (whether minors or adults) may not be assigned rooms on the same floor.

8. The University may modify a Sponsor’s residence hall or room assignment to accommodate changes in the size or number of camp or conference groups.

9. Unless specifically designated a single occupancy, each sleeping room is double occupancy and will be furnished with two (2) beds, chests of drawers, closets, desks, and desk chairs.
10. The Department of Student Housing does not provide linens.

**Room Rates and Attrition**

11. Sponsor will be charged the applicable room rates listed on the University’s Summer Camp & Conference Rate Sheet.

12. Student Housing will provide Sponsor a floor plan and list of available sleeping rooms. Once this Agreement is executed, Sponsor must provide Student Housing a final room count no less than 15 days prior to the first check-in date for the camp or conference. Sponsor must also provide Student Housing a rooster of all camp or conference participants and counselors and their respective assigned room numbers no later than 10 days before check-in. If Sponsor does the provide the room rooster, Student Housing will prepare one. Sponsor must provide Student Housing timely notice of any changes or updates to room assignments during the camp or conference.

13. If Sponsor seeks additional rooms beyond its final room count, additional rooms may be offered to Sponsor on an as-available basis and invoiced accordingly. At the end of Sponsor’s camp or conference, Sponsor will be invoiced for 90% of the rooms included in the final room count or for the total number of rooms Sponsor actually utilized, whichever is higher.

14. The University may modify Sponsor’s residence hall or room assignment to accommodate changes in the size or number of camp or conference participants.

**Unavailability of Housing (Force Majeure)**

15. If Sponsor’s assigned residence hall or room block becomes unavailable because of a building closure, emergency maintenance or repair, an act of God, a natural disaster (such as a tornado, flood, fire, or hurricane), infectious disease, war, terrorism, a work stoppage, civil disruption, or any other catastrophe or event beyond the University’s control, the University reserves the right to modify the Sponsor’s reservation. If alternative housing is unavailable, the University may terminate the Agreement, without further liability or penalty to Sponsor.

**Key Card Room Access**

16. Sleeping rooms must be locked when unoccupied. The University will issue a key card to each individual assigned a room. During the camp or conference, Sponsor must report any lost key card to Student Housing. Sponsor must return all key cards during check-out at the end of its camp or conference. Sponsor will incur a $15 fee for each lost key card. If the University is required to change a door lock or sensor because of a lost key card, Sponsor will be invoiced the cost of the replacement lock or sensor.

**Supervision**

17. Sponsor shall be responsible for the supervision and oversight of all of its camp or conference participants, counselors, employees, agents, or any other person on University property at Sponsor’s express or implied invitation during the camp or conference (collectively, the “Sponsor’s Group”).

18. If Sponsor’s camp or conference includes female and male participants, Sponsor must ensure that it has an appropriate number of female and male counselors residing in the residence hall with its participants. If the participants are on a school team or squad, each team or squad must be assigned a counselor, who will reside on the same floor as the team or squad. Sponsor will provide the University a list of its floor counselors 15 days prior to the first camp or conference check-in date.
Minors

19. If any camp or conference participant is a minor, *i.e.*, under the age of eighteen (18), Sponsor shall abide by the terms of Appendix A, the *University of Mississippi Supervision of Minors Policy*, including the one-on-one contact rule, the background check requirement, reporting obligations, and the adult staffing ratio requirements for day and residential participants.

20. Camp and conference participants who are minors must be supervised at all times and shall not be left unchaperoned or unattended in any residence hall or any other area of the University’s campus.

21. Minors who are not registered for a camp or conference are not allowed in the residence halls. Parents or guardians who are part of the Sponsor’s Group may not have minors as guests in the residence halls.

22. Sponsor nor Sponsor’s Group may have overnight guests in the residence hall.

Compliance

23. The health and safety of all persons on University property is the University’s immediate priority. Sponsor and Sponsor’s Group shall abide by all applicable University and Student Housing policies (including any procedures, regulations, and guidelines), and all applicable local, state, and federal law.

24. Sponsor recognizes that its failure to abide by applicable law or policy constitutes a material breach for which the University may terminate this Agreement or cancel Sponsor’s room block, without further liability or obligation to Sponsor. Where the circumstances warrant, the University will alert its University Police Department, local law enforcement, or Mississippi Child Protective Services.

Maintenance and Care of University Property

25. Sponsor and Sponsor’s Group shall:

   (a) advise Student Housing of any issue of disrepair in the sleeping rooms or common areas of the residential hall, *e.g.*, restrooms, showers, hallways, lobbies, sidewalks, and grounds; and

   (b) keep all sleeping rooms and common areas clean and free of debris.

26. Sponsor and Sponsor’s Group must remove all camp or conference materials, trash, and any other personal belongings or property from all sleeping rooms or common areas upon check-out. The residence halls should be left in neat and orderly condition. The rooms and floors should be free of debris and any trash cans should be emptied. If room configurations are altered during the camp or conference (*i.e.*, beds moved, bunk beds disassembled, chairs or desks rearranged), the rooms must be returned to their original configuration by check-out. Sponsor is encouraged to participate in any pre- and post-inspection of Sponsor’s assigned room block.
27. Sponsor shall be responsible for the conduct of Sponsor’s Group. Sponsor shall be liable for any damage to the residence hall, sleeping rooms, or other University property caused by Sponsor or Sponsor’s Group. Sponsor shall be liable for the costs of any repairs, additional housekeeping, or supplemental maintenance charges that the University incurs because of any misuse, abuse, or destruction of University property.

Fees and Payment

28. If Sponsor has a specific billing protocol, Sponsor must communicate those requirements to the University before the first day of check-in for Sponsor’s camp or conference.

29. The University shall invoice Sponsor for all room fees and any lost key cards or damage to University property. Sponsor shall pay its invoice within thirty (30) days of receipt. All checks should be made payable to the University of Mississippi and mailed to the following address: Department of Student Housing, University of Mississippi, P.O. Box 1848, University MS, 38677.

Meals

30. Sponsor is responsible for arranging any dining services, including meals, with ARAMARK and the University of Mississippi ID Center.

Parking

31. Sponsor is responsible for arranging parking accommodations with the Department of Parking and Transportation.

Cancellation

32. Sponsor must provide the University written notice of any cancellation of a camp or conference. The notice must be sent via email to the Assistant Director for Summer Housing and Conference Services at acguest1@olemiss.edu. Cancellations received thirty (30) days or more before the first check-in date for the camp or conference will incur no cancellation fee. Sponsor will incur a $200 cancellation fee for any cancellation received less than thirty (30) days before the first check-in date. The Sponsor is expected to pay the cancellation fee within forty-eight (48) hours of its written notice of cancellation.

COVID-19

33. In an effort to minimize the risk of infection and help slow the spread of COVID-19 all persons residing in a residence hall must abide by the COVID-19 terms specified below. The limitations specified in this Agreement are based on what is currently known about the transmission and severity of COVID-19 at the time, as communicated by the U.S. Centers for Disease Control and Prevention (CDC). The University will update its housing policies and may further amend its 2021 Camp and Conference Housing Agreement, as needed, as additional information and public health recommendations regarding COVID-19 become available.

Please read and initial each of the terms related to COVID-19.

34. I understand this Agreement outlines expectations specific to COVID-19 and must be completed fully to stay in camp or conference housing for summer 2021.
35. I acknowledge and agree that, if I or any participant exhibits any signs or symptoms of COVID-19, as enumerated by the CDC at https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html, or if I or any participant have been in close contact (i.e., within six (6) feet of someone for more than fifteen (15) minutes who has tested positive for COVID-19), it is my responsibility to notify the Student Housing designee and immediately self-isolate. Self-isolation means NO human contact with ANYONE, including family, friends, and especially going out into the public. I understand that if symptoms are mild, this does not mean that the virus cannot be spread to someone else and put others at severe risk.

36. I understand that if I or any participant need to self-quarantine or isolate because of COVID-19, I will adhere to our group’s COVID readiness plan and contact the Student Housing designee.

37. I acknowledge and agree that, in the event of a medical emergency, 911 will be called, and the operator will be notified if I or any participant may have COVID-19. If possible, a cloth face covering will be put on before medical help arrives.

38. I acknowledge and agree that, if I or any participant receive a positive test result for COVID-19 while in camp or conference housing, I will report it to the Student Housing designee immediately.

39. I understand that, if I or any participant have been exposed to COVID-19, diagnosed COVID-19 positive, or directed to self-quarantine or isolate because of COVID-19, the affected person may be required to vacate Student Housing facilities so as not to jeopardize their health or the health and safety of others. I acknowledge that Student Housing may utilize a short-term holding area for any affected person.

40. I understand that I and all participants are expected to practice social distancing while in my assigned room or visiting another participant’s room.

41. I understand that furniture may not be rearranged in any room in a way that impairs any person’s ability to remain six (6) feet apart from either a roommate or guest.

42. I understand that unregistered group gatherings with or without social distancing are limited to a maximum of 10 participants indoors and 25 participants outdoors.

43. I understand that overnight stays in a residence hall could increase my risk of contracting any contagious disease because of the dense populations in the residence halls.

44. I understand that the best way to reduce risk of exposure and minimize the spread of COVID-19 is to follow the public health recommendations issued from the CDC, and therefore I and all participants agree to:
   • Wash hands often with soap and water for at least 20 seconds.
   • Use hand sanitizer, with 60-95% alcohol if soap/water is not available.
   • Avoid touching eyes, nose, or mouth with unwashed hands.
   • Avoid contact with people who are sick.
   • Stay home if sick and avoid close contact with others.
   • Cover mouth and nose with an elbow or a tissue when coughing sneezing, and immediately dispose of the used tissue.
   • Wear face coverings as may be required by the University, the City of Oxford, and/or the State of Mississippi.
   • Clean and disinfect frequently touched objects and surfaces in assigned room.
   • Practice social distancing by remaining six (6) feet away from others.
45. I understand that I and all participants are participating in a summer camp or conference that involves an overnight stay in a communal living environment during a global pandemic. The University cannot guarantee that participants will not be exposed to or contract COVID-19 or another communicable disease. It is understood that there are known and unknown risks that could affect the health, safety, and well-being, including but not limited to illness, injury, temporary or permanent impairment, and death of participants. I and each participant acknowledge that we knowingly elect to participate in an overnight stay within a residence hall with a full understanding and acceptance of these risks and without any undue pressure or coercion.

46. I understand that camp and conference housing is only available for those dates mutually agreed upon in the Conference Reservation Request Form.

47. I understand that this Agreement is intended to protect the health and safety of myself and all camp or conference participants. Any non-compliance with the terms of this Agreement may result in the removal from conference housing. I acknowledge and agree that if I or any participant is removed for failing to comply with this Agreement, no housing fees will be adjusted or refunded.

48. I understand that the Department of Student Housing will not offer quarantine and isolation housing to summer camp and conference participants who are under the age of 18 years old.

49. I acknowledge and agree that if I or any participant must vacate Student Housing for COVID related concerns, no housing fees will be adjusted or refunded.

Relationship of the Parties

50. The Parties are independent contractors. Nothing in this Agreement shall create an agency, partnership, employment relationship, fiduciary or special relationship, joint venture, or any other form of joint enterprise between Sponsor and the University.

Assumption of Risk, Waiver and Release, Indemnification, and Hold Harmless

51. Sponsor assumes all risk associated with its use of a University residence hall or any other area of the University’s campus or property. Sponsor knowingly and voluntarily waives and releases the University and the Board of Trustees of the Mississippi State Institutions of Higher Learning (collectively the “UM/IHL”) from all present and future claims of any type for any harm or loss, including but not limited to, economic loss, personal injury, disease, death, or property damage arising out of or related to this Agreement, Sponsor’s camp or conference, and Sponsor’s use of a University residence hall or any other area of the University’s campus or property. Sponsor agrees to indemnify, hold harmless, and forever covenant not to sue UM/IHL for any damages, personal injury, death, medical expenses, disability, lost wages, loss of capacity, property damage, court costs, attorney’s fees, or any other loss of any kind. Sponsor acknowledges that this Assumption of Risk, Waiver and Release, Indemnification, and Hold Harmless shall be binding on Sponsor and its agents, representatives, heirs, and assigns.

Limited Liability

52. The University is an agency of the State of Mississippi under the management and control of the IHL. As authorized by law, the IHL maintains a program of self-insurance pursuant to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. (the “MTCA”). Through the program of self-insurance, the University maintains liability coverage for its maximum exposure under the MTCA of $500,000 per occurrence, as well as up to $4,000,000 for its liabilities not subject to the MTCA. The University’s liability, if any, for any damages, losses, or costs arising out of or related to acts performed by the University or its
employees acting within the scope of their employment is governed by the MTCA, where applicable. Nothing in this Agreement shall be deemed a waiver of any defense, protection or limitation of liability afforded the University under the MCTA. Nothing in this Agreement shall be construed as a waiver of the University’s sovereign immunity, Eleventh Amendment immunity or any other immunity, defense, damages, remedy or claim the University may assert because of its status as an agency of the state of the Mississippi.

53. The University assumes no liability for any act or omission of Sponsor or Sponsor’s Group. The University assumes no liability for the theft, destruction, or loss of any of Sponsor’s or Sponsor Group’s personal property, whether left secured or unsecured in a residential hall or other area of Campus.

Termination

54. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice.

Miscellaneous

55. This Agreement, including the Mandatory Addendum to University Contracts attached hereto, constitutes the whole agreement between the parties and supplants any prior discussion or understanding between them. This Agreement shall be governed by Mississippi law, with no application of conflict of law rules. Any dispute, controversy, or claim arising under or relating to this Agreement shall be brought in any court of competent jurisdiction in Lafayette County, Mississippi, and the Parties voluntarily and irrevocably submit to the jurisdiction of that court.
SPONSOR'S ACKNOWLEDGMENT & SIGNATURE

I acknowledge that I have read and understand the Terms and Conditions of this Department of Student Housing Camp & Conference Housing Agreement, including the Assumption of Risk, Waiver and Release, Indemnification, and Hold Harmless provision. I knowingly and voluntarily accept the Terms and Conditions and agree to be bound thereby. I understand that my use of University Property is subject to the prior approval of the University of Mississippi Department of Student Housing.

Name: ____________________________________________________________

Signature: __________________________________________________________________

Company or University Affiliation: __________________________________________

Address: __________________________________________________________________

Phone: __________________________ Email: __________________________

Date: ________________

FOR THE UNIVERSITY OF MISSISSIPPI:

Claire Lowe, Assistant Director for Summer Housing and Conference Services

Signature: __________________________________________________________________

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