

TERMS AND CONDITIONS

1. PAYMENTS

- All room blocks and bookings will be considered tentative until the contract is received and processed.
- Intern Housing: Payment must be made prior to arrival and is non refundable.
- **Final Payment:** Charges for added services and/or damages incurred during the Event will be reflected in the Final Invoice, which will be sent to the User within 30 days after the Event. User agrees to pay the Final Invoice **no later than 30 days after receiving the Final Invoice**. Failure to submit payment in full within the allotted time period may result in a penalty equal to 5% of the Final Invoice amount and an annual interest of 18% will be added until full payment is received.

The University will accept credit card payments up to a \$10,000 limit per transaction towards the Total Outstanding Charges for the Camp. Credit card information received at the time of the Deposit (if required) will be held on account following all PCI compliant regulations. By signing this Agreement, User agrees that additional payments of the Total Outstanding Charges as shown in the most recent signed Confirmation up to \$10,000 may be charged to the credit card on file. All payments above the \$10,000 limit must be submitted by check payable to the University of Delaware and mailed to the following address:

University of Delaware
Attn: Conference and Event Services
100 David Hollowell
Drive Newark, De 19716

2. TAX AND TAX EXEMPTION

Delaware is a sales tax free state.

3. INSURANCE

User agrees to secure a commercial general liability insurance policy for a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for fire damage not less than \$300,000 per occurrence.

- The policy must be valid for the dates and times of the Event, cover all of the User's activities during the Event, and endorsed to add "University of Delaware" as an additional insured.
- The Certificate Holder must be shown as:
University of Delaware
Office of Risk Management
222 Chapel Street
Newark De 19716
- As evidence of such coverage, User must provide the University with a Certificate of Insurance.
- **The Certificate of Insurance is due no later than 60 days prior to the Camp and this Agreement shall not be binding on the parties until the University receives the Certificate of Insurance.**
- These limits may be adjusted or additional insurance may be requested by the University, pending the nature of the event.

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5. MODIFICATION OF THE CONFIRMATION

The Housing Confirmation may be modified by the parties by way of an amended Housing Confirmation ('HC'). The amended HC shall reflect the date of its preparation on each page thereof and the 'HC' bearing the most recent date shall be deemed enforceable as part of this Agreement.

6. HOUSING

The following provisions apply to the housing services provided for the Event.

Room Block

The room block allocated is based upon the estimated number of overnight guests provided by the User in the most recent 'HC'. Should attendance increase or decrease by more than 20 guests or 10% (whichever is lower) following the Effective Date of this Agreement, it is the User's responsibility to immediately inform the University of such changes in order to verify availability of additional rooms or to release rooms in the room block, whichever the case may be, and to amend 'HC'. The University makes no assurances as to the availability of additional rooms requested after the Effective Date of this Agreement.

Housing Guarantee

User agrees to provide the University with a **signed Housing Guarantee no later than 14 business days prior to the Event/Camp.**

- If the actual overnight attendance is more than 5% higher than the guaranteed number of guests, the University will try to accommodate all guests to the best of its ability, but the University is not obligated to provide rooms for more than 5% of guests over the guaranteed number.
- Upon conclusion of the Event, the University will bill the User for the actual overnight attendance amount or the Housing Guarantee, whichever is higher.

Room Assignments

Upon receipt of the Housing Guarantee, the University will provide the User with a blank rooming list containing all rooms within the room block allocated to the Event/Camp. The User must assign rooms to Event guests and submit the completed rooming list to the University **no later than 4 business days prior to the Event.**

- Assignments must be gender-specific within rooms and suites. In non-air-conditioned buildings, each floor must be entirely gender-specific.
- The University does not allow adults to share sleeping rooms or suites with minors (guests under the age of 18).
- Exceptions to the above can be made in family situations and are subject to the University's approval.

Check-in

Check-in must take place after 2:00 pm on the scheduled arrival date

- If the User wishes to schedule guest check-ins prior to 2:00 pm and/or prior to the scheduled arrival date, such requests must be submitted to the University **no later than 30 days prior to the Event and are subject to the University's approval.**

Housing Manager Approved early check-in prior to 2:00 pm on the scheduled arrival date will incur an early check-in fee of \$200.00.

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Check-out

Check-out must take place before 11:00 am on the scheduled departure date.

Failure to check-out on time may result in a \$10.00 late check-out fee per person.

- If the User wishes to schedule guest check-outs after 11:00 am and/or later than the scheduled departure date, such requests must be submitted to the University **no later than 30 days prior to the Event/Camp and are subject to the University's approval.**
- User's guests must check-out by turning in their room key, access card/fob and meal card at the front desk or designated check out location during the scheduled check-out date and time. All personal belongings must be removed from the rooms.

Lost Keys, Damages, and Cleanup

- If a guest leaves the University's campus without turning in the room key access card/fob or meal card, the University will proceed to replace the lock and the User will be charged the replacement fees. The replacement fee for a lost key is \$125.00, a lost fob is \$25.00, and a lost meal card is \$25.00.
- The User will be held responsible for any damages or alteration to the sleeping rooms or residence hall. Fees will be assessed for replacement and/or repair costs as outlined in Section 16 ("Property Damages").
- A \$25.00 custodial fee per sleeping room will be assessed for rooms left excessively dirty or with an excessive amount of trash. This includes, but is not limited to, leaving large amounts of food and trash that is overflowing from the bins. The University recommends that the User conduct room checks prior to check-out in order to avoid such fees.

Attendance and Minimum Age

- Only User's guests participating in the Event/Camp and listed on the rooming list delivered to the University 4 days prior to the Event/Camp may occupy the assigned rooms. No other individuals not affiliated with User or participating in the Event/Camp, including friends or family members of User's guests, may occupy the assigned rooms.
- **The minimum age for overnight guests is 8 years of age**, as the University's residence halls are not equipped to accommodate children under this minimum age.
- The User agrees to abide by the University's requirements on supervision for overnight guests as described in Section 8 ("Supervision").

Availability of Front Desk Service

- The Front Desk is located in the Christiana Commons and is available from 7am-11:30pm daily.
- In some instances, the front desk service will remain open outside of the daily schedule for scheduled and approved early or late check-ins or check-outs.

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Amenities

The following amenities are provided in the sleeping rooms or are available in the residence halls:

- A bed, desk, chair, dresser, wardrobe or closet
- Laundry rooms and vending machines in the 1st floor common areas;
- Complimentary wireless internet access (UDeI_guest).

The following items may be obtained, purchased or borrowed from the front desk:

- Lock-out keys (must provide ID);
- Trash liners and extra toilet paper;
- Game equipment (may only be checked out by guests 18 years of age or older).

The following items or services are NOT available in the residence halls:

- Toiletries and hangers;
- Laundry detergent;
- Dishware and cooking utensils;
- Housekeeping services (guests must take out trash and clean their rooms as necessary).
- Personal cleaning of suites by University Staff. Guests are expected to clean their suites, take out their trash and clean their bathrooms as needed during their stay.

Mail Services

Guests of the Event that wish to receive mail must have all items sent to the address below. Mail will be received at the University's central mail office and then distributed to the residence halls. It is imperative that guests utilize this address verbatim.

(Guest Name), (Guest phone number)
(Camp/Event/Program)
Attn: UD Conference and Event Services
1 Christiana Drive
Newark, De 19717

The University is providing this service as a courtesy only. The University is not acting as an agent or bailee and assumes no responsibility or liability for any loss or damages resulting directly or indirectly therefrom. This service is used by User and Event guests at their own risk. The University reserves the right to reject and not to accept any packages from any carrier at its discretion. The University reserves the right to provide this service on an intermittent basis depending on available resources and space for storage of packages. The University also reserves the right to terminate this service at any time and without notice. It is the User's responsibility to inform all Event/Camp guests of the limitations and restrictions of this service.

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Residence Hall Fire Safety System

Rooms are equipped with the latest technology in fire safety, offering a high level of protection in the event of a fire. The User and its guests must be aware of some very important precautions:

- Each sprinkler head operates with a “fusible link” which is a small device that melts under the heat of fire and releases a water flow of 40 gallons each minute. In addition to the heat of a fire, the sprinkler head can be activated by striking the link with an object, such as by throwing items at or hanging items from the sprinkler head.
- The fusible links are very sensitive and the User’s guests must be very careful not to touch them in any way. If the sprinkler is activated by an intentionally or carelessly caused fire or for any other reason, the User will be held accountable.
- By signing this Agreement, the User understands that it will be held liable for damage if the User or any of its guests activates the sprinkler system in the absence of a real fire, whether intentionally or accidentally. It is the User’s responsibility to inform all Event/Camp guests of these precautions.

Compliance with Housing Policies and Procedures

The User is responsible for communicating the University’s Housing Policies and Procedures to all overnight guests of the Event/Camp and for assisting the University in enforcing such policies.

7. DINING SERVICES

The following provisions apply to the dining services provided for the Event/Camp.

Meal Guarantee

User agrees to provide the University with a Meal Guarantee consisting of the meal plan (breakfast, lunch, dinner) and estimated attendance at each meal for the Event. User must, in good faith, provide accurate estimates for the Meal Guarantee so that the University’s food service provider may plan accordingly and service all guests in a timely fashion.

- **The first signed Meal Guarantee is due no later than 14 business days prior to the Event/Camp.** User must commit to the meal plan outlined in the first Meal Guarantee and may not cancel scheduled meals after the first Meal Guarantee has been submitted.
- **User may submit a second signed Meal Guarantee no later than 5 business days prior to the Event/Camp Start Date.** The second Meal Guarantee may adjust attendance at scheduled meals by no more or less than five percent (5%).

Meal Times

In order to provide prompt meal service, the University will designate times for each meal during the Event/Camp. User’s guests must go through the dining hall line only during these designated meal times.

- Meal time will be based upon the total estimated attendance for each meal to be served by the University, including User’s guests and other University guests.
- After submittal of the first signed Meal Guarantee, User is responsible for promptly submitting the second signed Meal Guarantee informing the University of an increase or decrease in estimated attendance to facilitate any adjustments in meal times. **Failure to do so may result in long lines and/or last-minute changes to the meal times.**
- The University will strive to accommodate User’s desired meal times, but User is encouraged to maintain flexibility.

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Billing

Upon conclusion of the Event/Camp, the University will bill the User based on the last signed Meal Guarantee or actual number of meals served, whichever is higher. User understands that requests for dining hall service after the Meal Guarantee due date(s) will be provided on inventory availability basis only, is not guaranteed and may incur additional fees based on personnel, equipment, supply and services.

8. SUPERVISION

University is dedicated to the safety and welfare of minors on the University's campus. If any minors are attending User's Event, User must adhere to the *Protection of Minors on Campus* policy:

<http://sites.udel.edu/oei/protection-of-minors-policy/>

In accordance with this policy, User must adhere to the following procedures pertaining to minors on campus:

Prevention

- Always be vigilant in protecting the well-being and safety of all minors and be familiar with University safety, security, and emergency procedures.
- Demonstrate respectful behavior toward minors; do not engage in abuse or neglect of any kind toward, or in the presence of, a minor.
- When having a one-on-one interaction with a minor, meet in an open, well-illuminated space or whenever reasonably feasible and practical.
- Do not provide alcohol, tobacco products, or illegal drugs to a minor.
- Do not engage in any sexually oriented behavior with a minor. Do not touch a minor in a manner that a reasonable person could interpret as inappropriate.

Reporting

- Report immediately to the University Department of Campus Safety suspected or actual instances of abuse or neglect of any minor on the University campus. Campus Safety can be reached at any time at 302-831-2222.
- When required by Delaware law, report to appropriate state or local government officials suspected or actual instances of abuse or neglect.

Permissions & Authorizations

For every minor attending User's Event unaccompanied by a parent or legal guardian:

- User must obtain permission from the minor's parent or legal guardian before the minor can participate in the Event.
- User must maintain procedures for notifying parents or legal guardians of minors in case of emergency, and provide information to parents or legal guardians about how to report concerns about any incidents that may have occurred during the minor's participation in the Event.
- University recommends that User obtain a medical release for hospital and/or physician treatment signed by at least one parent or legal guardian.

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Supervision

- User must ensure adequate supervision of minors (children under the age of 18) by chaperones at all times. Chaperones must be an adult (over the age of 18).
- The University requires a minimum of one chaperone for every 12 minors, but recommends the following supervision ratios, when appropriate:
 - Minors ages 8-14 – one chaperone for every 10 minors.
 - Minors ages 15-17 – one chaperone for every 12 minors.
- When supervising minors overnight, chaperones must not enter a minor's room, suite, bathroom, or similar area without a second chaperone present or in the immediate vicinity.
- User must conduct a criminal background check on all chaperones, employees, volunteers, and representatives supervising or having regular interaction with minors at the Event/Camp. Criminal background checks are the sole responsibility and expense of the User. User shall be responsible for assessing whether or not to exclude from participation in the Event/Camp any chaperone, employee, volunteer, or representative whose background check contains a conviction or other adverse information. Conducting background checks does not release or limit User of any liabilities to University arising from the actions of User's chaperones, employees, volunteers or representatives.

User must inform, and provide proper training to, its chaperones, employees, volunteers, and representatives regarding the above procedures. By signing this agreement, User certifies that it will implement the above procedures to ensure the safety and well-being of minors participating in the Event.

9. DISABILITY ACCOMMODATIONS

- It is both the User's and the University's responsibility to provide facility accommodations for guests with a disability or medical condition. Therefore, it is imperative that the User inform the University if any guests or potential guests are in need of such accommodations.
- In some cases, the University may request additional information from the guest in order to determine appropriate measures.
- It is the User's sole responsibility and expense to provide disability or medical accommodations pertaining to the program or content of the Event/Camp. If necessary, the University may provide the User with a list of providers of assistive services.

10. CATERING SERVICES

Aramark is the exclusive caterer of the University's facilities and is recommended for all functions.

11. ALCOHOL POLICY <http://sites.udel.edu/generalcounsel/policies/alcohol-consumption-on-campus/>

- Alcohol may be served only in accordance with this policy and applicable municipal, state and federal laws and regulations.
- Alcohol may not be served to any guest under the age of 21. No alcoholic beverages may be served when the majority of attendees are less than 21 years of age.

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- Alcohol may only be served by a licensed bartender employed for the Event, and who is at least 21 years of age.
- Alcoholic beverage service must cease at least 30 minutes prior to the end of each function. Alcohol service must conclude by 11 pm and all functions must conclude by midnight.
- All alcohol consumed in catering facilities designated by University must be purchased through the University.
- All alcohol must be served and consumed within a defined area with appropriate signage indicating where those boundaries end. Stanchions are recommended for indoor public spaces and required for outdoor areas. At all events, the User needs to regulate entry into the Event, and ensure that alcoholic beverages are not carried out of the Event.
- In the event that University staff believes there has been an inordinate amount of liquor consumed, which could result in physical injury or property damage, the University reserves the right and has the responsibility to stop beverage service to all guests.

12. SERVICE AND EQUIPMENT REQUESTS

User agrees to submit all requests for room set-ups, audiovisual needs or technology, registration tables, or other equipment **no later than 10 business days prior to the Event.**

- Requests not received by this deadline may be subject to a late fee.
- Equipment ordered by the University on behalf of the User is the sole responsibility and shall be at the expense of the User. Any damage or loss of equipment will be billed to the User.

13. PARKING SERVICES

All vehicles on the University's campus must display a parking permit issued by the University of Delaware. Permits must be valid for the dates, times, and specific parking lot where the vehicle is parked.

- The User is responsible for discussing all parking needs with the University prior to the Event to avoid parking violations. This includes, but is not limited to, special parking requests for trucks, vans, limousines or other large vehicles that may not meet the clearance limits in certain parking lots.
- Overnight guests of the Event may purchase parking permits from parking services <https://udel.t2hosted.com/Account/Portal>

14. CANDLES, FIREWORKS, ANIMALS AND WHEELED DEVICES

- a. The use of candles on the University's campus is prohibited.
- b. The use of fireworks (including sparklers) is illegal in the City and County and not allowed on the University's campus.
- c. Only animals trained to assist the disabled are allowed in University facilities.
- d. Bicycles, inline skates, skateboards, skates or scooters are not allowed in University facilities.

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15. PROPERTY DAMAGES

The User's guests are required to respect all University property.

- a. **Guests may not remodel, alter, tamper with or move furniture, electrical or mechanical fixtures, or other University property.**
- b. The User agrees to refrain from the use of adhesives, nails, or items that may damage the premises. No decorations or temporary fixtures may be affixed to plants, trees, woodwork, buildings or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage to landscaping or structures. Duct tape and white masking tape are not permitted on any building, hardscape or lighting fixtures. Neither lights nor decorations may be placed on trees or plants.
- c. Any outdoor signage must be reviewed and approved by University prior to installation. Stakes may not be placed deeper than 5 inches into the grass in order to protect sprinklers and other underground pipes.
- d. Charges will be assessed on the Final Invoice for damages to buildings, furniture, lawns and/or equipment. The University will, to the best of its ability, try to document the names of guests when damages occur but cannot always obtain such information.

16. CHANGE IN FACILITIES

The University may, at its discretion and due to unforeseen circumstances, change the assignments of sleeping rooms, room blocks, dining halls, or any other facilities to other University facilities.

17. SAFETY AND SECURITY

- a. The User assumes full and exclusive responsibility for the safety of all its guests, staff, officials, spectators, vendors, contractors, agents and employees, and the property of such persons or entities using the University's facilities during the Event/Camp, with the exception of and to the extent of the negligent actions of the University. The University reserves the right to take any necessary action, including ejection and/or cancellation of the Event/Camp, in order to protect the safety and well-being of the public, and the personnel, students, property or premises of the University.
- b. The University may require security at the Event, at the User's sole cost and expense. The University shall arrange all security or other protective services. The University shall also provide the necessary safety personnel pertinent to the User's Event/Camp.
- c. The University reserves the right to refuse admission or access to its facilities to any person(s) or to eject any person(s) from the University's property if it believes, in its sole judgment, that such person(s) may in any way negatively affect the safety and security of the University, its facilities, staff and/or the User's guests.
- d. The University shall not be responsible for the loss, theft or damage of personal property belonging to the User or any of its guests, staff, officials, spectators, vendors, contractors, agents or employees.

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18. ADVERTISEMENT, BROADCASTING AND MEDIA COVERAGE

Advertisement

User agrees that all advertising of any kind of the Event shall be factually correct and true, and will in no way mislead the public or damage the reputation of the University.

- a. The User must first inform the University of all proposed advertising and provide copies at least two weeks in advance of the release of the materials. The advertising cannot be used without the written consent of the University, which will not be unreasonably withheld. The User agrees to immediately discontinue or correct any advertising if the University determines, in its sole discretion, that such advertising is unacceptable.
- b. All advertising space on the University's premises is the exclusive property of the University and subject to its control. In no event, shall the User advertise on the University's premises without the prior written consent of the University.

Broadcasting

The University reserves all rights to determine the use of any broadcasting in any medium originating from the University's premises for User's Event. User shall make no arrangements or allow such broadcasting without written consent from University. Should the University consent in writing to any broadcasting in this regard, User is responsible for any costs associated therewith to be paid directly to the party providing the services.

Media Coverage

User shall inform University of any media coverage arranged by User for the Event at least 10 days prior to the Event.

19. TERM

The term of this Agreement shall commence on the date of execution and end after the conclusion of the Event or after the University has received the full payment of all services under this Agreement, whichever is later.

20. TERMINATION

Good Cause

The University reserves the right to terminate this Agreement for "Good Cause". "Good Cause" shall include, but not be limited to:

- a. Intervening maintenance so as to prevent the use of facilities for the Event;
- b. Loss of use or temporary utility outages (including, but not limited to, problems with utility systems or heating or cooling systems and loss of electricity) so as to prevent the use of facilities for the Event ;
- c. Administrative or operational difficulties pertaining to facilities or surrounding premises so as to prevent the use of facilities for the Event;

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- d. Damage or destruction caused by fire so as to prevent the use of facilities for the Event;
- e. Strikes and/or national emergency;
- f. Construction delays; or
- g. Weather or other Acts of God, or any other cause beyond the control of the parties so as to prevent the use of facilities for the Event.

In the event the University terminates this Agreement for "Good Cause", the University shall refund any prepaid amounts minus services rendered prior to termination and any non-reimbursed costs or non-cancelable commitments incurred by University prior to termination. The University shall not be liable for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for Good Cause.

Violation of Laws, Ordinances, Rules and Regulations

The University may also terminate this Agreement, at its sole discretion, if it receives evidence that User and/or any of its guests, officers, directors, agents or employees have:

- h. Violated federal, state or local , laws, ordinances or rules and regulations or University policies and procedures;
- i. Acted or operated in a manner which constitutes a nuisance and/or disturbance;
- j. Participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property.

The User shall not be entitled to any refund of any prepaid amount in the event of any such termination. The University shall not be liable for any damages, including indirect, incidental, special or consequential damages, as a result of any such termination and User hereby waives any other claims, damages or liability on the part of the University.

Termination by User

If the User terminates this Agreement other than for University's breach of this Agreement or Good Cause or fails to take possession of and to use the housing, facilities, and/or services in accordance with this Agreement, then the University shall be entitled to seek its rights and remedies at law or in equity up to the date of termination, all reasonable costs and expenses and reasonable attorney's fees and costs. The User further agrees that University shall be entitled as follows:

- k. If termination by the User occurs less than 30 days prior to the Event, the User will be liable for 100% of the Total Outstanding Charges reflected in the most recent Housing Confirmation.
- l. If termination by the User occurs between 30 and 60 days prior to the Event, the User will be liable for 50% of the Total Outstanding Charges reflected in the most recent Housing Confirmation.

Notification of Termination

In the event of termination of this Agreement for whatever reason or cancellation of User's Event, User shall be responsible for adequately informing the public and any other appropriate individuals and/or entities of the cancellation, at its own expense. The University shall not be liable for any agreements or contracts entered into for the purposes of promoting User's Event, or for loss of deposits or other monies, as a result of cancellation of the Event or termination of this Agreement.

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21. INDEMNIFICATION

The User hereby agrees to indemnify, hold harmless and defend the University and its Board of Trustees, officers, directors, employees, and agents against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from User's use of the Facilities or the negligent or willful acts or omissions of User or its officers, directors, employees, agents or contractors to the extent not caused by the negligent or willful acts or omissions of the University.

22. MISCELLANEOUS

Non-Smoking Policy

The University's campus is 100% smoke-free and smoking is not allowed indoors or outdoors on campus property; this does not apply to sidewalks or other public areas surrounding the University's campus. The User agrees to promptly inform all guests regarding this policy to ensure a pleasant experience for all. For more information, please visit <http://www1.udel.edu/udaily/2015/aug/tobacco-free080114.html>.

Acceptable Use of Computer and Network Systems

The User and its guests must comply with the University's Technology Services Policies and Procedures for use of computers, networks, and support while on campus for the Event.

- a. The User is responsible for any and all expenses related to the misuse of computers, networks, or any other technology services provided. Any defiance of these policies may result in a penalty of \$1,000
- b. User may access the University's Guest Wireless Network issued by the University only.
- c. For more information, please visit <https://www1.udel.edu/it/help/connecting/>.

Non-Discrimination

In connection with this Agreement and the User's Event, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, national origin, age, religion, disability, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, or veteran status.

No Third-Party Beneficiaries

It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this Agreement.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. In the event of a dispute arising out of this Agreement, any hearing, trial or other legal proceeding shall be held in Wilmington, Delaware.

Assignment

Neither party's rights nor interests under this Agreement may be assigned, pledged or encumbered without the other party's prior written consent.

Amendments

This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the User.

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Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, this Agreement shall be deemed to have been amended to delete any such invalid or unenforceable provisions, without affecting the enforceability of the remainder of this Agreement.

No Waiver

No waiver by the parties of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

Survival

The provisions of this Agreement regarding Termination, Indemnification, and Governing Law shall specifically survive the expiration of the term of this Agreement.

Compliance with Policies

The User and all of its officers, directors, employees, and guests shall comply with the User Deadline List, Terms and Conditions, and the Resident Policies and Procedures attached to this Agreement. The User is responsible for informing all guests of Terms and Conditions of this Agreement as promptly as possible and prior to the start of the Event.

Acceptance of Deadline List

The User agrees to the dates listed in Housing Contract.

Acknowledgment

Each party acknowledges that it has read and understands the provisions of this Agreement, and that such provisions are reasonable and enforceable.

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HOUSING POLICIES AND PROCEDURES

- Exterior doors to the residence halls are locked 24 hours a day. Anyone entering a residence hall must do so with a swipe card or be let in by the front desk staff.
- **In case of a life-threatening emergency please dial 911.** For all other emergencies or to report an incident, please contact Campus Safety at 911 (emergency line) or 302-831-2222(non-emergency line).
- If there is a fire alarm or danger of fire in the building, guests must exit the building right away and gather with others at a safe distance away from the building. Follow the directions of University staff and do not enter the building until it has been cleared to do so by the fire department.
- **It is a federal offense to activate a fire alarm when there is no fire or danger of a fire.** If an alarm is activated by a guest and there is no fire or danger of fire, the individual will be held responsible for any fines or damages resulting from the incident and charges may be filed against him/her.
- **Guests may NOT touch, tamper with, throw things at, or hang items from the sprinkler heads located in the rooms. Doing so may activate a powerful water flow from the sprinkler system and cause significant property damages.**
- Quiet hours are 10:00 pm to 7:00 am Sunday night to Friday morning, and 11:00 pm to 8:00 am Friday night to Sunday morning.
- The University of Delaware is a 100% smoke-free campus and **smoking is not permitted indoors or outdoors on University property.** For more information, please visit <http://www1.udel.edu/udaily/2015/aug/tobacco-free080114.html> .
- Alcohol is not allowed in rooms where guests are under the age of 21. Guests 21 and older may have alcohol in their room only and **not** in the hallways or other public areas.
- Housekeeping services are not provided. Guests are responsible for making their own beds and taking out trash from their rooms as necessary. Trash liners are available at the front desk.
- A \$25.00 custodial fee per room will be assessed for rooms left excessively dirty or with an excessive amount of trash; this includes leaving large amounts of food.
- Guests must respect all University property and may not move furniture from or within rooms. A \$25.00 service fee per room will be assessed for furniture that has been moved from or within a room.
- Due to the high fire potential, hot plates, halogen lamps, and the burning of candles and/or incense are prohibited in the residence halls.
- The University is not liable for the loss or damage of guest property, or for any personal goods stored in the residence halls, including items delivered by mail or otherwise. Guests are encouraged to carry insurance for their personal possessions.
- **If these policies and procedures are not followed, guests may be asked to leave the University of Delaware.**

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