

Texas Tech University System
Housing COVID-19 Health and Safety Procedures

In response to the COVID-19 pandemic, Texas Tech University, a component institution of the Texas Tech University System (“University”) has modified its normal campus operating procedures to protect the health and safety of the University community. In accordance with Student’s agreement to abide by all applicable law and all University policies and procedures, Student shall comply with the following requirements, as implemented and directed by University, when residing in any University Housing facility.

1. **Compliance with Federal Guidelines Concerning Residing on Campus.** The U.S. Centers for Disease Control and Prevention (“CDC”) has provided guidance concerning prevention measures to be implemented in light of the COVID-19 pandemic. Current guidance from the CDC may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>. University requires Student to comply with all guidance set forth by the CDC, including but not limited to social distancing and maintaining proper hygiene practices. Current CDC guidance includes, but is not limited to:

- Washing hands frequently with soap and water for at least 20 seconds.
- Using hand sanitizer with at least 60% alcohol if soap and water are not available.
- Cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, tools and doorknobs (to properly disinfect surfaces, refer to <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> for products that meet the EPA criteria for use).
- Avoiding use of other persons’ phones, computers, books, or other personal items.
- Ensuring persons who are sick stay home until CDC criteria for return are met (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>). Also ensuring that persons who are in close contact with someone who is sick also stay home until CDC guidelines are met.

2. **Notification to University in Event of Positive COVID-19 Case.** In the event that Student (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, then Student shall immediately notify **Student Health Services**, self-isolate until CDC guidelines for recovery are met, and assist University in identifying any other persons on the University campus who may have come in contact with Student. If Student is required to self-isolate due to possible COVID-19 exposure or a positive test, Student may be asked to temporarily vacate their current housing location and return to their permanent residence or move to a different location to complete self-isolation until the Student meets the CDC guidelines for return.

If Student believes they have been infected with COVID-19 or is exhibiting symptoms of COVID-19, they are urged to contact Student Health Services at 806-743-2911 to speak with a nurse. For guidance on symptoms associated with COVID-19, Student is referred to <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

3. **Updates to University Housing Contract.** Student is advised that University has updated its policies on housing refunds in light of COVID-19. The University Housing Contract is revised as follows:

a. **Paragraph 4(I):**

- i. **By the Student:** This contract is binding for the entire contract term. The student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damages, charges for loss of keys, charges for any property left after Student moves out that the University must dispose of, deferrals of deposits and/or amount owed for over the limit spending of Dining Bucks:

Cancellation Reason	Initial Deposit	Additional Deposit	Room/Dining Plan Charges and/or Refunds
Move out of assigned space while remaining enrolled in The University or Texas Tech Health Sciences Center	Refunded at the end of the contract term after any applicable charges are assessed	Refunded at the end of the contract term after any applicable charges are assessed.	Student is not eligible for a refund of room charges for the contract period. Unused Dining Bucks will roll over to the subsequent semester for returning students. Students not returning forfeit any unused Dining Bucks.

Suspension/withdrawal from The University, Texas Tech Health Sciences Center or Residence Halls before the 20 th class day	Forfeited	Forfeited	Suspension /withdrawal before the official 20 th class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees.
Suspension/withdrawal from The University, Texas Tech Health Sciences Center or Residence Halls after the 20 th class day	Forfeited	Forfeited	Suspension / withdrawal after the official 20 th class day of the semester will result in a full charge of room and dining plan fees for the semester. This includes the additional 10% paid in the fall semester.
Graduation or participating in required University or Texas Tech Health Sciences Center academic programs requiring residence outside of the Lubbock community	Refunded at the end of the contract term after any applicable charges are assessed	Refunded at the end of the contract term after any applicable charges are assessed	If written notification is received by December 1 and substantiated by the Office of the Registrar, the spring semester contract will be canceled. Full charges of the room and dining plan fees for the fall semester will apply.

- ii. A room is considered occupied upon issuance of the key to the student. Student will be responsible for full room and dining plan after issuance of the room key unless the student withdraws from the University. Failure to occupy the assigned space by the first day of classes for each semester may result in a room reassignment with room and dining plan charges for the semester applied to the student's Student Business Services account.
- iii. **By the University.** Student may be entitled to a refund by the University for housing charges only under the follow circumstances:

Cancellation Reason	Initial Deposit	Additional Deposit	Room/Dining Plan Charges and/or Refunds
Force Majeure Event	Refunded at the end of the contract term after any applicable charges are assessed	Refunded at the end of the contract term after any applicable charges are assessed	Student may be refunded a pro-rata portion of their housing charges based upon the date on which Student is asked to move out and the remaining time left on the term of this Contract. Student acknowledges that there are certain administrative and facilities costs that remain regardless of the existence of a force majeure event. The University may withhold from any refund provided herein any such amount to cover said administrative and facilities costs incurred or to be incurred by University over the remainder of the term of this Contract.
Termination Due to Lack of Space	Refunded	Refunded	Housing charges will be refunded by the University within 5 business days after University notifies Student of the termination of this Contract due to lack of space. Student shall have the option to elect to continue with the dining plan selected, change dining plans or terminate their dining plan for a refund.

b. Addition of Paragraph 19 and 20:

19. Force Majeure. "Event of Force Majeure" means an event beyond the control of Contractor or University which prevents or makes a party's compliance with any of its

obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); act or threats of terrorism; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party.

20. Emergency Health and Safety Procedures. In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Student agrees to adhere to all such procedures and related directives from University when residing on University's campus, including all check out procedures that may be issued from the University.

4. **Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Student shall comply with further CDC and other federal, state, and local directives; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.