This contract is for the fall 2016, spring 2017, summer 2017 terms or the remainder thereof and is only applicable to the West Village.

1. Parties and Agreements:
   - This contract is an agreement between Texas Tech University, herein referred to as “The University,” and the student resident. If the student resident is under 18 years of age, this is also an agreement between The University and the student’s parent or guardian, or other guarantor, herein referred to as “Guarantor”. The parties to this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:
   - A. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract.
   - B. The student agrees to pay The University a room and dining plan fee in accordance with the terms of this contract.
   - C. If the student is under 18 years of age, the Guarantor further agrees that if the student for any reason fails to make such payments, the Guarantor shall make all such payments to The University.
   - D. This agreement between The University and the Guarantor is an undertaking that is separate from The University’s agreement with the student, which is contained in Paragraph 1.B. of this contract.

2. Payment of Fees:
   - The University agrees to provide a room and dining plan only after the student has submitted the required fees, an application, and properly signed and returned this contract.

3. Rates:
   - Room and dining plan rates are based on a per person charge. Rates will be established by The University Board of Regents. All rates are subject to change, with appropriate notice.

4. Cancellation of Contract:
   - A. General: once this contract has been signed by the parties, even if it is after the cancellation dates below, it becomes a binding agreement, a contract between the student and The University. Failure of any party to fulfill the covenants herein except in the manner specified in Subparagraphs B., C., and D. of this Paragraph 4, constitutes a breach of the contract and authorizes the use of the remedies described in Paragraph 11 below.
   - B. Cancellation of Contract Prior to Contract Period/Occupancy: All cancellation requests must be submitted to University Student Housing in writing by the student. Cancellations must be mailed, faxed or delivered to the address provided for The University in Paragraph 14 below. The preferred cancellation form may be found at housing.ttu.edu. Under no circumstances will verbal cancellations be accepted. Cancellations received on or before the scheduled dates will result in a refund (to the method of payment) of the Initial Deposit only as outlined below:

5. Cancellation of Contract During Contract Period/Occupancy:
   - 1. 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 applicable charge for including any damages for prorated amount or over limit spending of Dining Bucks:
   - 2. A room is considered occupied upon issuance of the key to the student. Failure to occupy the assigned room results in a room misassignment with room and board charges for the semester applied to the student’s Student Student Services account.

6. Room Assignment / Selection:
   - A. When a student resident is assigned a room prior to occupancy, the assignment of selection is contingent upon the receipt of required fees and return of a properly signed contract.
   - B. The University reserves the right to assign or reassign space for the benefit of the individual student and/or living unit.
   - C. A single at time a contract is completed.
   - D. Students who lose a roommate or were not assigned a roommate will be given the option to contract for a room as a single when a room request may be revoked at any time if a potential overflow circumstance occurs.

7. Dining Bucks Plan:
   - A. The student is required to have a valid Dining Plan during the period of occupancy. The Dining Plan selected with the application for housing will be assigned for the entire contract period. NO SELECTION IS MADE, THE MATADOR DINING PLAN WILL AUTOMATICALLY BE ASSIGNED. Changes in the level of Dining Plan selected may be made up to the 20th day of each semester. The Dining Plan Change Request Form may be found at housing.ttu.edu. Dining Plan fees are apportioned 60% in the fall and 40% in the spring. Dining Bucks are apportioned 50% in the fall and 50% in the spring. Dining Plants are valid for food

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### Room Types and Fees

<table>
<thead>
<tr>
<th>ROOM TYPE</th>
<th>FALL</th>
<th>SPRING</th>
<th>SUMMER I</th>
<th>SUMMER II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$4,850</td>
<td>$5,100</td>
<td>$1,130</td>
<td>$1,300</td>
</tr>
<tr>
<td>Shared</td>
<td>$2,900</td>
<td>$3,100</td>
<td>$673</td>
<td>$763</td>
</tr>
<tr>
<td>Total</td>
<td>$7,800</td>
<td>$8,200</td>
<td>$1,803</td>
<td>$1,963</td>
</tr>
</tbody>
</table>

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### Refund Schedule

- **Initial Deposit**
  - Forfeited before the 20th day of each semester.
  - Applied to student account if contract term is completed.
- **Room/Dining Plan Charges and/or Refunds**
  - Forfeited before the 20th day of each semester.

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### Application Fee

- Application Fee: 
  - With initial housing application: $400
- Application Fee: 
  - With signed contract (for assignment/seletion to West Village only): $300 non-refundable non-applicable

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### Summary

- A. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract.
- B. The student agrees to pay the room and dining plan fees and any additional billed charges (i.e., damage, late check-out, etc.) at the time scheduled by The University.
- C. Room and dining plan fees are billed by Student Business Services in a combined account with tuition.
- D. Residents of West Village are required to pay a $250 Apartment/Suite Deposit, which is in addition to the $400 Initial Deposit and is due at the time a contract is offered. The Apartment/Suite Deposit is nonrefundable if the contract is cancelled at any time before the end of the contract period.

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### Cancellation of Contract

- A. General: once this contract has been signed by the parties, even if it is after the cancellation dates below, it becomes a binding agreement, a contract between the student and The University. Failure of any party to fulfill the covenants herein except in the manner specified in Subparagraphs B., C., and D. of this Paragraph 4, constitutes a breach of the contract and authorizes the use of the remedies described in Paragraph 11 below.

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### Room Assignment / Selection

- A. When a student resident is assigned a room prior to occupancy, the assignment of selection is contingent upon the receipt of required fees and return of a properly signed contract.

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### Cancellation of Contract During Contract Period/Occupancy

- 1. 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 applicable charge for including any damages for prorated amount or over limit spending of Dining Bucks:

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### 2. A room is considered occupied upon issuance of the key to the student. Failure to occupy the assigned room results in a room misassignment with room and board charges for the semester applied to the student’s Student Services account.
or beverage purchases at any Hospitality Service location on campus. The University reserves the right, if deemed necessary for maintenance, efficiency, or purposes to modify serving hours or close a dining location, with as much advance notice as is reasonably possible.

B. Dining Rooms and the Dining Plan can be used at any time within the current semester. Unused Dining Bucks are non-refundable. They are transferable to the remaining period of the contract term, provided the student continues to reside in university housing. Unused Dining Bucks remaining in the account at the end of the contract term will be transferred to a future semester as long as the student continues residency in university housing. Unused Dining Bucks remaining in the account at the end of campus residency will be forfeited. Dining Bucks are accessed using the Student ID Card. Lost or stolen cards should be reported immediately to the University ID Office. Only the balance remaining in the account at the time the card is reported lost or stolen will be protected.

C. The Dining Plan includes a Dining Operations Cost, Dining Bucks and applicable taxes in each plan.

D. Dining Bucks can be managed by both the student and guarantor.

7. Student Resident Responsibilities:
   A. No additional persons may occupy the assigned space.
   B. The student shall reimburse The University for all damage to the assigned space and furnishings other than normal wear and tear, or for removal or loss of furnishings or appliances.
   C. The student is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs in excess of normal cleaning costs incurred after vacating the assigned space.
   D. Conducting business of any kind from the assigned space or public spaces is prohibited.
   E. No outside, third party vendor, is allowed to perform services within the residence hall rooms, suites, and apartments, or the public living areas of The University. This includes, but is not limited to, cleaning, laundry, and moving services. These vendors will not be considered guests of students or The University.
   F. Service animals are allowed in University housing. The student must provide appropriate documentation that has first been reviewed by Student Disability Services and subsequent documentation has been provided to and approved by University Student Housing.
   G. Students will be responsible for knowing and adhering to the Rules and Regulations as outlined in the University Student Housing and Hospitality Services Contract and Contract Guide.

8. Right of Entry:
   The University reserves the right to enter the assigned space in case of emergency or after proper notice, for purposes of inspection, verification of occupancy, safety, health, and maintenance reasons. The assigned space may also be entered whenever an assigned student permanently vacates the space or whenever a student vacates for a brief period, to ensure that established closing procedures have been followed.

9. Limitation of Liability:
   The University cannot guarantee the safety of and does not assume any legal obligation to pay for injury to persons (including death) or loss or damage to items of personal property, which occurs in its buildings, or on its grounds prior to, during, or subsequent to the period of the contract. The student and his/her Guarantor are encouraged to carry appropriate insurance to cover such losses. The student shall not be entitled to a refund or reduction of payment as a result of any facility malfunction or service interruption including, but not limited to air conditioning, electrical, heating, mechanical, elevators, plumbing, or power failure, or for losses caused by events or circumstances not directly within the control of The University including, but not limited to earth movement, fire, illness, infectious diseases, intentional loss, natural disasters, nuclear hazard, or war. Limitation of liability also includes any potential issues with Bed Bugs or Mold. More information on these issues may found via the following: http://housing.ttu.edu/docs/MoldInformation.pdf and http://housing.ttu.edu/docs/BedBugs.pdf.

10. Remedies:
   A. Breach of any of the duties established by this contract authorizes the use of any remedy available in law or in equity. Additionally, if the student or his/her Guarantor fails to pay room and dining plan fees, additional fees, or charges according to schedule, The University is authorized to use any of the following remedies: termination of this contract, eviction of the student from the assigned space, cancellation of the student’s emeent in The University, and withholding of the student’s transcript of grades, diploma, or other records and documents maintained by The University.
   B. Failure of The University to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of The University thereafter to enforce each and every such provision.

11. Assignability of Contract:
   This contract is personal and may not be assigned or otherwise transferred, nor may the student’s space be sublet or otherwise placed in the occupancy, control, or care of another person or entity. The student may not sublet or otherwise place in the occupancy, control or care of another person or entity any space associated with the student’s assigned space, including but not limited to community areas such as bathrooms, hallways, kitchens, laundry rooms, lobbies, study lounges or any unassigned spaces.

12. Time of Essence:
   Time is of the essence in the satisfaction of all terms of the agreement contracted in this contract.

13. Applicability of Rules and Regulations:
   A. Residence Hall Rules and Regulations: Rules and regulations appearing in the most recent edition of The University Student Housing and Hospitality Services Contract Guide http://housing.ttu.edu/contractguide.php, the Texas Tech University Student Handbook http://www.deqs.ttu.edu/erformance/Student_Handbook_2015_2016.pdf, and other guides and handbooks that from time to time may be promulgated by University Student Housing and Hospitality Services and subsequent documentation has been provided to and approved by University Student Housing.
   B. Student Housing and Hospitality Services Contract Guide and this contract, the provisions of this contract shall govern. Student violations of these rules and regulations may result in disciplinary action, including but not limited to referral to the Office of Student Conduct and/or termination of the University Student Housing and Hospitality Services Contract.

14. Address for Correspondence:
   A. All correspondence required by this contract or otherwise relating to matters contained in this contract, including cancellations from the student (or from the Guarantor) to The University shall be mailed to or delivered at University Student Housing, Texas Tech University, Wiggins Complex at 3211 18th Street, Box 41141, Lubbock, Texas 79409-1141; by fax to (806) 742-2656 or by email to: housing@ttu.edu.
   B. All correspondence required by this contract or otherwise relating to matters contained in this contract from The University to the student or to his/her Guarantor shall be mailed to or delivered at the addresses designated for the student and for his/her Guarantor on this contract.

15. Except as set forth above, this contract and any applicable addendums embody the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein and the Contract Guide, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties herein. The student does not have authority to waive, alter, or enlarge this contract without the express written permission of the University.

16. Severability:
   A. If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforcability of the remainder of the provisions of the contract.
   B. The Director of University Student Housing, the Director of Hospitality Services, the student and/or the Guarantor have read and accepted every provision of this contract.
   C. In witness whereof the parties have executed this contract.

Notice Concerning Your Information:
Texas Public Information Act, with a few exceptions, gives the you the right to be informed about the information that Texas Tech University collects about you. It also gives you the right to request a copy of that information and to have The University revise any information that is incorrect. You may request to receive this information by contacting the office possessing such information.

18. Period of Occupancy:
   A. The student may occupy the assigned space during the dates listed below:

<table>
<thead>
<tr>
<th>Assignment / selection</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>Close</td>
<td>Open</td>
</tr>
<tr>
<td>West Campus Village</td>
<td>August 21, 2016</td>
<td>August 12, 2017</td>
</tr>
</tbody>
</table>
   B. There will be no reduction in cost for late arrival or early departure.
   C. Current; updated contact information is the responsibility of the student.

Student ID: __________________________
Date Signed: ________________________

Permit Home Address: __________________________
Street: __________________________
City: __________________________
State: __________________________
Zip: __________________________

Home phone Number: ____________
Student Cell Phone Number: ____________
TTU Email Address: ____________

By __________________________
Director of University Student Housing

By __________________________
Director of Hospitality Services

Parent or Legal Guardian if under 18