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 contract is also an agreement between The University and the student resident’s parents, guardian, or other guarantor, herein referred to as “Guarantor.”

2. Payment of Fees:

A. The student 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:

- Academic Year: $200
- Fall: $300
- Spring: $200

4. Cancellation of Contract:

A. Once this contract is signed by the parties, even if it is after the cancellation dates below, it becomes a binding agreement, a contract between the student and his/her Guarantor, if required) and The University.

5. Cancellation Reason:

A. Assignment/selection of space is contingent upon the receipt of required fees and return of a properly signed contract.

6. Dining Bucks:

Dining Bucks are apportioned 50% in the fall and 50% in the spring.

7. Room Assignment Selection:

A. Assignment/selection of space is contingent upon the receipt of required fees and return of a properly signed contract.

8. University Student Housing Handbooks:

Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

9. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls. 

10. Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

11. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls.

12. Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

13. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls.

14. Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

15. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls.

16. Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

17. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls.

18. Unofficial Designations: The Guarantor shall make all such payments to The University. 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 I.B. of this contract.

19. Abnormal or unusual occurrences.

The student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Halls.
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 on 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 (amounts added) via the University ID Office website.

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. Service deliveries (pizza, dry cleaning, etc.) may be picked up in the main lobbies of the residence halls.
   F. Service and/or Emotional/Comfort animals will be allowed in University housing only after appropriate documentation has first been reviewed by Student Disability Services 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 break period, to ensure that established closing procedures have been followed.

9. Limitations 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 does not have the authority to waive, alter, or enlarge this contract without the express written permission of the University. Limitation of liability also includes the right to enter the residence hall rooms, suites, and apartments, or the public living areas 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.

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 or all of the following remedies: termination of this contract, eviction of the student from the assigned space, cancellation of the student's enrollment 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 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 the property 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 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://www.dospt.ttu.edu/docs/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 are a part of this contract. In the event of a conflict between the rules appearing in this document and any other rules appearing in The University Student Housing and Hospitality Services Contract Guide and this contract, the provisions of this contract shall govern. 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.
B. Other Laws, Rules, and Regulations: This contract shall be governed both as to interpretation and performance by the laws of the United States of Texas, and by the rules and regulations of the Board of Regents, and by the rules and regulations of Texas Tech University.

14. Addresses 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, or from The University to the student, 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) 742-2696 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. Entire Contract. No Modifications: Except as set forth above, this contract and any applicable addendums embody the whole agreement of the parties. There are no provisions, terms, covenants, conditions, inducements, representations, warranties, or agreements, either verbal or written, between the parties hereto. 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 enforceability of the remainder of the provisions of this 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.

17. Notice Concerning Your Information:
The Family Educational Rights and Privacy Act, with a few exceptions, gives 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:
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></td>
<td>Open</td>
<td>Close</td>
</tr>
<tr>
<td>Carpenter/Wells, Colleen 2nd and 3rd, Horton, Murray and West Village</td>
<td>August 21, 2016</td>
<td>May 17, 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 Name: ______________
Student Cell Phone Number: ______________
TTU Email Address: ______________