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’s parent(s), 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 facilitate 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. This agreement between The University and the Guarantor is an undertaking that is separable from The University’s agreement with the student, which is contained in Paragraph 1B. of this contract.
D. The University shall not enter into this contract with the student unless the student or Guarantor agree to guarantee payment as stated in Paragraph 1C. of this contract.
E. The terms of this contract apply to the fall 2017-spring 2018 academic year or if entered into after the start of the contract term, to the balance thereof.
F. Registered sex offenders and students convicted of a felony are not permitted to live within the University-owned housing system.
G. The student or students shall not be served by terminating this contract and/or declining to accept the Residency Hall Application.
H. Upon reasonable notice, The University reserves the right to terminate this contract. Any termination by The University will be approved by the Director of University Student Housing or designee. Reasonable notice will normally be seventy-two (72) hours; however, The University reserves the right to require a student to vacate in less than seventy-two (72) hours if deemed appropriate by the Director of University Student Housing.

2. Payment of Fees:
A. 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.

<table>
<thead>
<tr>
<th>Term of Occupancy</th>
<th>Fall</th>
<th>Spring</th>
<th>Summer I</th>
<th>Summer II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Year</td>
<td>60%</td>
<td>40%</td>
<td>Not included</td>
<td>Not included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Credit/Refund of Initial Deposit</th>
<th>Fall-Spring Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$400</td>
<td>By April 1, 2013</td>
</tr>
<tr>
<td>$100</td>
<td>May 2, 2017, 2017</td>
</tr>
<tr>
<td>$120</td>
<td>June 2, 2016, 2017</td>
</tr>
<tr>
<td>$100</td>
<td>July 1, 2017</td>
</tr>
</tbody>
</table>

A. 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. Room and dining plan charge is billed by Student Business Services in a combined account with tuition and fees.
B. Residents who reside in place in Talikong, Carpenter/Wells, Gordon, Murray, Honors Hall or West Village are required to pay a $250 Initial Deposit, which is in addition to the Initial Deposit and is due at the time the contract is offered. The Additional Deposit is nonrefundable if the contract is cancelled at any time before the end of the contract period.
C. 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. Room and dining plan charge is billed by Student Business Services in a combined account with tuition and fees.
D. 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. Room and dining plan charge is billed by Student Business Services in a combined account with tuition and fees.
E. 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. Room and dining plan charge is billed by Student Business Services in a combined account with tuition and fees.
F. 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. Room and dining plan charge is billed by Student Business Services in a combined account with tuition and fees.

3. Cancellation of Contract:
A. General: 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 his/her Guarantor, if required and The University. Failure of any party to fulfill the covenants herein except in the manner specified in Subparagraphs B. C. and D. of Paragraph 4, the contract agreement, or the use of the remedies described in Paragraph 11 below.

**CANCELLATION OF CONTRACT PRIOR TO PERIOD/OCCUPANCY:**
- All cancellation requests must be submitted to University Student Housing in writing by the student. Cancellation requests must be in the form specified in Subparagraph B. C. and D. of Paragraph 4, the contract agreement, or the use of the remedies described in Paragraph 11 below.
- Under no circumstances will verbal cancellations be accepted.
- Cancellations received on or before the scheduled dates will result in a credit to the method of payment of the Initial Deposit only as outlined below:

<table>
<thead>
<tr>
<th>Reason for Cancellation</th>
<th>Initial Deposit Refund</th>
<th>Additional Deposit Refund</th>
<th>Room and Dining Plan Charges and/or Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Withdrawal from university before the 20th class day</td>
<td>Forfeited</td>
<td>Forfeited</td>
<td>Withdrawal before the official 20th class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees.</td>
</tr>
<tr>
<td>Withdrawal from university after the 20th class day</td>
<td>Forfeited</td>
<td>Forfeited</td>
<td>Withdrawal after the official 20th class day of the semester will result in a full charge of the room and dining plan fees for the semester.</td>
</tr>
<tr>
<td>Move out of assigned space while remaining enroled in the University</td>
<td>Applied to Account</td>
<td>Applied to Account</td>
<td>Suspension: withdrawal from University or Residence Halls before the 20th class day.</td>
</tr>
<tr>
<td>Failure to comply with the optimization policy</td>
<td>Forfeited</td>
<td>Forfeited</td>
<td>Suspension: withdrawal from University or Residence Halls before the 20th class day.</td>
</tr>
<tr>
<td>Graduate or participating in required University academic programs requiring residence outside of the Lubbock community</td>
<td>Applied to Account</td>
<td>Applied to Account</td>
<td>Graduate or participating in required University academic programs requiring residence outside of the Lubbock community.</td>
</tr>
</tbody>
</table>

2. A room is considered occupied upon issuance of the key to the student. Failure to occupy the assigned space by the first day of classes for each semester may result in the student’s assignment to another roommate. Failure to comply with the optimization policy will result in a charge to the student’s account for a single room.

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

4. Effective Term of Occupancy:
- All cancellations must be received by The University by December 1 and substantiated by the Office of the Registrar, the spring semester contract will be cancelled. Full charges of the room and dining plan fees for the fall semester will apply.
- The student shall vacate his assigned space upon expiration of the contract term.

5. Room Assignment/Selection:
- The student shall vacate his assigned space upon expiration of the contract term.
- The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
- If written notification is received by December 1 and substantiated by the Office of the Registrar, the spring semester contract will be cancelled. Full charges of the room and dining plan fees for the fall semester will apply.
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. If NO SELECTION IS MADE, THE MANDATORY 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 by 26th in the fall and by 26th in the spring. Dining Plans are apportioned 50% in the fall and 50% in the spring. Unused Dining Bucks are not refundable. They are transferable to the remaining period of the contract. This plan 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 residence in university housing. Unused Dining Bucks are not refundable. This plan 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 residence in university housing. Unused Dining Bucks are not refundable. This plan 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 residence in university housing.

B. Dining Bucks associated with the Dining Plan can be used at any time within the current semester. Unused Dining Bucks are not refundable. They are transferable to the remaining period of the contract. The student and his/her Guarantor are encouraged to use appropriate insurance to cover such losses. The student shall not be entitled to a refund or reduction of payment as a result of any failure or misfortune or service interruption including, but not limited to, fire, theft, natural disaster, or war. Limited liability also includes any potential issues with food safety or contamination. More information on these may be found via the following: https://www酤ut.edu/foodandhealth

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 University may enter the assigned space to perform maintenance and general housekeeping services without prior notice or warning.

9. Limitation of Liability: The University cannot guarantee the safety of and does not assume any legal obligation to provide for injury to persons (including death) or damage to 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 failure or misfortune or service interruption including, but not limited to, fire, theft, natural disaster, or war. Limited liability also includes any potential issues with food safety or contamination. More information on these may be found via the following: https://www酤ut.edu/foodandhealth

10. Remedies: A. Breach of any of the duties established by this contract constitutes the use of any remedy available in law or equity. Additionally, if the student or his/her Guarantor fails to pay the student’s 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 documentation 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 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 occupant’s control, care, or use, or for removal or loss of furnishings or appliances.

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: Residence Hall Rules and Regulations: Rules and regulations appearing in the most recent edition of the Student Housing and Hospitality Services Contract Guide at Housing.ttu.edu are controlling. Additionally, if the student or his/her Guarantor fails to pay the student’s 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 documentation 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 to enforce each and every such provision.

14. Addresses for Correspondence: 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 or delivered at University Student Housing, Texas Tech University, Wiggins Complex at 3221 11th Street, Box 41141, Lubbock, Texas 79409-1141; student housing.ttu.edu or by email to: housing.ttu.edu

15. Entire Contract: No Modifying Agreements: Except as set forth in this contract and any applicable addenda, all the 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, both 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: 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 the contract.

B. The Director of University Student Housing, Director of Hospitality Services, and the student and/or the Guarantor have read and accepted every provision of this contract. In witness whereof the parties have executed this contract.

17. Notice Concerning Your Information: The Texas Public Information 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 review any information that is incorrect. You may request to receive this information by contacting the "office possessing such information."