5. Room Assignment / selection:

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 separate from the University’s agreement with the student, which is contained in Paragraph 1.B. of this contract.
D. The University shall not enter into this contract with the student unless the student or Guarantor agrees to guarantee payment as stated in Paragraph 1.C.
E. The terms of this contract apply to the fall 2018-summer 2019 year or into entered after the start of the contract term, to the balance thereof.
F. Residents and students are sex offenders to live within the geographic boundary of the University Student Housing and Hospitality Services.
G. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of the University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence 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 contract only after the student has submitted the required fees, an application, and properly signed and returned this contract.

Fee Amount
Application Fee $50 non-refundable/non-applicable
Initial Deposit With signed contract (for hall(s))
Additional Deposit With signed contract (for assignment/selection to West Village only)

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 scheduled time by The University Student Housing. No refunds will be given in the event of tuition and fee reassignment with room and dining plan charges for the semester applied to the student’s Student Business Services account.

C. Residents who reserve space in West Village are required to pay a $250 Additional Deposit, which is in addition to the $400 Initial Deposit and is due at the time a contract is offered. The Additional Deposit is nonrefundable if the contract is cancelled at any time before the end of the contract period.

D. All on-campus residents are required to have a meal plan. All residents may select one of the traditional Double T, Matador or Red and Black meal plans.

E. Residents of West Village hall also have the option to select a Scarlet meal plan.

F. Dining Plan selected may be made up to the 20th class day of each semester. The Dining Plan Change Request Form may be found at housing.ttu.edu

G. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of the University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application.

3. Rates:

A. 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. The most recent rates are posted at: http://www.depts.ttu.edu/housing/financial/index.php.

B. The dining plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).

C. Additional Deposit

<table>
<thead>
<tr>
<th>Term of Occupancy</th>
<th>Academic Year</th>
<th>Fall</th>
<th>Spring</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>Summer I</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>40%</td>
<td>Summer II</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract.

E. The University shall not enter into this contract with the student unless the student or Guarantor agrees to guarantee payment as stated in Paragraph 1.C.

F. If the Guarantor fails to notify the University Student Housing before the refund is processed, the Cardholder must work with the banking entity that issued the card to obtain their funds.

G. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract. 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 separate from the University’s agreement with the student, which is contained in Paragraph 1.B. of this contract.

H. The University shall not enter into this contract with the student unless the student or Guarantor agrees to guarantee payment as stated in Paragraph 1.C.

I. 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 separate from the University’s agreement with the student, which is contained in Paragraph 1.B. of this contract.

J. The University shall not enter into this contract with the student unless the student or Guarantor agrees to guarantee payment as stated in Paragraph 1.C.

K. 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 separate from the University’s agreement with the student, which is contained in Paragraph 1.B. of this contract.

L. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of the University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application.

M. 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.

4. Cancellation of Contract:

A. General:

B. Cancellation of Contract Prior to Contract Period/Occupancy:

C. All on-campus residents are required to have a meal plan. All residents may select one of the traditional Double T, Matador or Red and Black meal plans.

D. Residents of West Village hall also have the option to select a Scarlet meal plan.

E. Room/Dining Plan Charges and/or Refunds

<table>
<thead>
<tr>
<th>Cancellation Reason</th>
<th>Initial Deposit</th>
<th>Additional Deposit</th>
<th>Room/Dining Plan Charges and/or Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After July 1, 2018</td>
<td>$400</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Registered sex offenders and students convicted of any felony are not permitted to live within the University owned housing system.

G. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of the University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence 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.

5. Room Assignment / selection:

A. Assignment/selection of space 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 room request may be revoked at any time if a potential overflow circumstance occurs.

D. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

E. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

F. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

G. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

H. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

I. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

J. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

K. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

L. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

M. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

N. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

O. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

P. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

Q. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

R. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

S. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

T. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

U. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

V. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

W. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

X. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

Y. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

Z. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

6. Dining Bucks Plan:

A. A 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 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 by 60% in the fall and 40% in the spring. Dining Bucks are apportioned 50% in the fall and 50% in the spring. Dining Plans are valid for food or beverage purchases at any Hospitality Service location on campus. The University reserves the right, if deemed necessary for maintenance, efficiency, or other purposes to modify serving hours or close a dining location, with as much advance notice as is reasonably possible.

B. Dining Bucks associated with the Dining Plan can be used at any time within the current semester. Unused Dining Bucks are non-refundable. They are transferred to the student’s account at the end of the term.Closing procedures have been followed. They are transferred to the student’s account at the end of the term if the student permanently vacates the space or whenever a student vacates for a break period, to ensure that established cleaning procedures have been followed.

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. Upon vacating the assigned space and turning in the assigned key, the University has full authority to remove and dispose of abandoned belongings. Abandoned belongings may result in a forfeiture of paid deposits.

E. Constructing business of any kind from the assigned space or public spaces is prohibited.

F. No outside, third party, vendor, is allowed to perform services within the residence hall rooms, suites, or 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, flowers, etc.) may be picked up in the main lobbies of the residence halls.

G. 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 subsequent documentation has been provided and approved by University Student Housing.

H. Students in Carpenter/Wells, Murray, Tallkington, and West Village that have a valid License to Carry (LTC) may store their authorized weapons within their room so long as the storage safes are approved in accordance with Senate Bill 117, Texas Tech University GP 10-22, and the University Student Housing Campus Carry policies outlined in the Official University Student Housing and Hospitality Services Contract Guide.

I. 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:

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 to the 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 or in any way affect the validity of this contract or any part thereof, or the right of The University thereafter to enforce such contract.

11. Assignability of Contract:

A. This contract 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 assigned to the student’s assigned space, including but not limited to community areas such as bathrooms, hallways, kitchens, laundry rooms, lobbies, service lounges or any unassigned space.

12. Time of Essence:

Time of the essence in the satisfaction of all items of the agreement contracted in this contract.

13. Application of Rules and Regulations:

A. Residence Hall Rules and Regulations and rules and regulations appearing in the most recent edition of The University Student Housing and Hospitality Services Contract Guide, the University Student Handbook, and the Texas Tech University Housing Page, http://www.depts.ttu.edu/housing/pdfs/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 made a part of this contract. In the event of a conflict between the rules and regulations appearing in The University 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.

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 America and the State of Texas, 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 shall be mailed to or delivered at University Student Housing, Texas Tech University, Wiggins Complex at 3211-18th Street, Box 410311, Lubbock, Texas 79409. This address may be changed by the student or Guarantor in writing. The University reserves the right to add or remove the student’s or Guarantor’s email address to the service address for the purposes to modify serving hours or close a dining location, with as much advance notice as is reasonably possible. 

B. All correspondence required by this contract or otherwise relating to matters contained in this contract from The University to the student or his/her Guarantor must be addressed to The University 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.

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 modifications, 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 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, or if other such ruling shall not affect the validity 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.

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 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>Coleman Hall</td>
<td>August 20, 2018</td>
<td>August 11, 2019</td>
</tr>
<tr>
<td>Spring Village</td>
<td>August 20, 2018</td>
<td>August 11, 2019</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.