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.

2. Payment of Fees:
   A. Application Fee: The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
   B. Initial Deposit: The dining plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).
   C. Additional Deposit: 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. Residents of the West Village Hall also have the option to select the Scarlet meal plan.

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.

4. 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 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 this paragraph shall be sufficient reason to cancel this contract.
   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 may be made, at the discretion of the University, for any reason, including but not limited to: Change of enrollment status, inability to pay charges, or violation of the University's Residence Hall Code of Conduct. Failure of any party to fulfill the covenants herein except in the manner specified in Subparagraphs B., C., and D. of this paragraph shall be sufficient reason to cancel this contract.
   C. Rooming and dining plan charges and/or refunds are subject to the University's Residence Hall Code of Conduct. The University reserves the right, at any time prior to the end of the contract period, to cancel this contract. 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. 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.

   1. By the student: This contract is binding for the entire contract term or any remaining portion if the contract is completed after spring semester opening. The student may request to cancel the contract subject to one of the following and pay appropriate charges, including any charges for damages and/or amount due for over limit spending of Dining Bucks:

   2. By the guarantor: This contract is binding for the entire contract term or any remaining portion if the contract is completed after spring semester opening. The guarantor may request to cancel the contract subject to one of the following and pay appropriate charges, including any charges for damages and/or amount due for over limit spending of Dining Bucks:
F. No outside, third party vendor, is allowed to perform services within the residence hall rooms, suites, 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 to and approved by University Student Housing.

H. Students in Carpenter/Wells, Murray, Talkington, and West Village that have a valid License to Carry (LTC) may store their authorized weapon within their room so long as the storage is approved in accordance with Senate Bill 11, Texas Tech University OP 10.22, and The University Student Housing Campus Carry policies outlined in the Official 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 Guide and Contract.

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 takes a break for a 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 or on buildings or on sidewalks, porches, or other 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 an air conditioning, 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 disease, intentional loss, natural disasters, nuclear hazard, or war. Limitation of liability also includes any potential 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 earth movement, fire, illness, infectious disease, intentional loss, natural disasters, nuclear hazard, or war.

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 board 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 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/information/reslife_student_contract_rulebook.pdf), the Texas Tech University Student Handbook (http://www.depts.ttu.edu/dos/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 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, 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 and 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, Wiggles Complex at 3211 19th Street, Box 41141, Lubbock, Texas 79409-1414 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 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, 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 enrage 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 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 review 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/sackout</th>
<th>Spring Semester</th>
<th>Close</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Residence Halls, Gordon Hall, Talkington and the Honors Hall</td>
<td>January 15, 2017</td>
<td>May 17, 2017</td>
</tr>
<tr>
<td>Carpenter/Wells, Coleman, Murray and West Village</td>
<td>January 15, 2017</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’s Name __________________________

Student ID __________________________ Date Signed __________________________

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

Home Phone Number __________________________ Student Cell Phone Number __________________________ TTU Email Address __________________________

By __________________________
Managing Director of University Student Housing __________________________
Student Signature __________________________

By __________________________
Director of Hospitality Services __________________________
Signature of Parent or Legal Guardian, if student is under 18 Years of Age