1. Parties and Agreements:
This contract is an agreement between Texas Tech University, hereinafter referred to as “The University,” and the student resident. If the student resident is under 18 years of age, the student resident’s parents or legal guardians must sign and return the student resident’s Parents or Guardian, hereinafter referred to as “Guarantor.”

2. Assignment:
The parties to this contract, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

A. The student agrees to pay the summer I room and dining plan fee in accordance with the terms of this contract.
B. 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.
C. The student agrees to have a valid Dining Plan during the period of occupancy. The Guarantor agrees to guarantee payment as stated in Paragraph 1.C.
D. The Guarantor warrants that the student is at least 18 years of age. If the student is still a minor by law at the time in accordance with the terms of this contract.
E. The terms of this contract apply to the summer I session or if entered into after the start of the contract term, to the balance thereof. The student agrees to pay for all dining costs incurred after vacating the assigned space.
F. All on-campus residents are required to be enrolled in the Scarab dining plan. The student agrees to select the Scarlet dining plan. 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.
G. 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 student’s parents or legal guardians if the student is under 18 years of age) and The University. All parties to this contract are bound by the terms of this contract.
H. Upon reasonable notice, The University reserves the right to terminate this contract. No termination by The University will be approved by the Director of University Student Housing.

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.
B. The Guarantor 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 resident and/or other students would best be served by terminating the student resident’s contract and/or accepting the Residence Hall Application.
C. The student reserves the right to terminate this contract. Any termination by The University will be approved by the Director of University Student Housing.
D. The student agrees to pay The University a room and dining plan fee in accordance with the terms of this contract. The Guarantor reserves the right to terminate this contract and/or decline to accept the Residence Hall Application.
E. The University reserves the right to terminate this contract. Any termination by The University will be approved by the Director of University Student Housing.
F. Registered sex offenders and students convicted of any felony are not permitted to live within the University owned housing system. The student and his/her Guarantor are encouraged to carry appropriate insurance.
G. No additional persons may occupy the assigned space.

4. Cancellation of Contract:
A. No resident failing to cancel by June 1, 2017 who enrolls at The University will be subject to the provisions for Cancellation of Contract during Contract Period/Occupancy listed below. Students are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.
B. If the student resident has signed a valid Dining Plan during the period of occupancy: The student resident will be subject to the provisions for Cancellation of Contract during Contract Period/Occupancy listed below. Students are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.

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 and/or reassign space for the benefit of the individual student and/or living unit.

6. Dining Buck 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 term.
B. The University reserves the right to assign and/or reassign space for the benefit of the student resident and/or living unit.

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 period of occupancy 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/or dispose of abandoned belongings. Abandoned belongings may result in a forfeiture of paid deposits.
E. Conduction of any business of any kind from the assigned space or public spaces is prohibited.
F. No, third party vendor, is allowed to perform services within the residence hall rooms, suites, and apartments, or the public living areas of The University. "Third party vendor" includes all vendors, not necessary for The University’s operation, or other individuals.
G. Move out of assigned space while enrolled in The University.
H. Residents in West Village that have a valid License to Carry (LTC) may store their authorized weapon within their room so long as the storage safe is approved in accordance with the West Village Policy. Any other student residing in campus housing who wishes to keep a weapon present in their room at the end of the current residence hall term will be referred to the Office of Student Conduct for further action.

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. The assigned space may also be vacated whenever an assigned student permanently vacates the space or whenever a student vacates for a break period, to ensure that existing close proximity policy is being 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 persons or property of any kind arising from injuries or death resulting from falls, accidents, mechanical failure, plumbing, or power failure, or for bodily harm caused by events or conditions 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 Moth. More information on these may be found on the following: http://www.cdc.gov/mold/ and http://www.cdc.gov/parasites/bedbugs/.
A. The student may occupy the assigned space during the dates listed below:

18. Period of Occupancy:
- Assignment: Summer I Semester
  - Open: June 4, 2017
  - Close: July 8, 2017
- Assignment: Traditional (Coleman) West Village
  - Open: June 4, 2017
  - Close: July 8, 2017
- Assignment: Traditional (Coleman) West Village
  - Open: June 4, 2017
  - Close: July 8, 2017

19. There will be no reduction in cost for late arrival or early departure.

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.

20. Current, updated contact information is the responsibility of the student.

R. Student’s Name

First, Middle, Last

Student ID

Date Signed

Permanent Home Address:

Street

City

State

Zip

Home Phone Number

Student Cell Phone Number

TTU Email Address

By

Director of University Student Housing

Student Signature

By

Director of Hospitality Services

Parent or Legal Guardian Signature if under 18 Years of Age