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, parental or legal guardian’s consent is required for both the student resident and the student guarantor, hereinafter 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 this contract.

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 Cancellation:
      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 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. and C. of this Paragraph 4, constitutes a breach of the contract and authorizes the use of the remedies described in Paragraph 11 below.
   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 must be mailed, faxed or delivered to the address provided for The University in Paragraph 14 below. The preferred cancellation form may be found at housing.ttu.edu. Under no circumstances will verbal cancellations be accepted.
   C. Any resident failing to cancel by July 6, 2017 who enrolls at The University will be subject to the provisions for Cancellation during the Contract Period.
   D. Cancellation of Contract During the Contract Period:
      A. By the student: This contract is binding for the entire contract term. The student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damages and/or amount owed for over limit spending of Dining Bucks.

5. Room Assignment / Selection:
   A. Assignment/selection of space is contingent upon the receipt of required fees and any additional billed charges (i.e., damage, late check-out, etc.) at the time scheduled by The University.

6. Dining Bucks Plan:
   A. The Dining Plan includes a Dining Operations Cost, Dining Bucks and applicable taxes in each plan.

7. Student Resident Responsibilities:
   A. No additional persons may occupy the assigned space.

8. Right of Entry:
   A. 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. Limitation of Liability:
   A. 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 and his/her Guarantor are encouraged to carry appropriate insurance to protect against loss. The student shall not be entitled to receive any portion of the conversion of payment as a result of any facility malfunction or service interruption (including, but not limited to air conditioning, electrical, 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 diseases, intentional loss, natural disasters, nuclear hazard, or war. Limitation of liability also includes any potential issues with Bed Bugs or Mold. More information on these may be found at http://www.cdc.gov/parasites/bedbugs/.
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 remedys: 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, labs, study lounges, or unused space.

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:

The rules and regulations appearing in the most recent edition of The University Student Housing and Hospitality Services Contract Guide http://housing.ttu.edu/contractguide.php, the Texas Tech University Student Handbook http://www.depts.ttu.edu/hs/docs/Student_Handbook_2016-2017.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.

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 41141, Lubbock, Texas 79409-1141; by fax to (806) 742-2066 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 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 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 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</th>
<th>Summer I Semester</th>
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<tbody>
<tr>
<td>Apartment/Suite (West Village)</td>
<td>Open Close</td>
</tr>
<tr>
<td></td>
<td>July 9, 2017 August 12, 2017</td>
</tr>
<tr>
<td>Apartment/Suite (West Village)</td>
<td>Open Close</td>
</tr>
<tr>
<td></td>
<td>July 9, 2017 August 12, 2017</td>
</tr>
<tr>
<td>Apartment/Suite (West Village)</td>
<td>Open Close</td>
</tr>
<tr>
<td></td>
<td>July 9, 2017 August 12, 2017</td>
</tr>
<tr>
<td>Traditional (Coleman)</td>
<td>Open Close</td>
</tr>
<tr>
<td></td>
<td>July 9, 2017 August 12, 2017</td>
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</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: ____________________________
R. ________________

First, Middle, Last: _______ Student ID: _______ Date Signed: _______

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