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, the student must have the approval of the student’s parent or 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 furnish a room and a 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. The student agrees to pay the University all charges for damages and/or amount owed for over limit spending of Dining Bucks.

D. 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 or University personnel could be threatened or jeopardized by the admission of the student into University 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>Payment</th>
<th>Fee</th>
<th>Payment</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee</td>
<td>$90 non-refundable/non-</td>
<td>With initial housing application</td>
<td>Non-refundable/Non-</td>
</tr>
<tr>
<td></td>
<td>applicable</td>
<td></td>
<td>applicable</td>
</tr>
</tbody>
</table>

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 time scheduled by The University.

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 student will be charged a room and dining plan fee in accordance with the terms of this contract.

4. Cancellation of Contract:
A. 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/or 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.A. 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.

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.

D. Upon reasonable notice, The University reserves the right to terminate this agreement. Any termination by The University will be approved by the Director of University Student Housing. 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 and/or reassign space for the benefit of the individual student and/or living unit.

6. Dining Bucks Plan:
A. The student is required to have a valid Dining Bucks plan during the period of occupancy. The Dining Plan selected with the application for housing will be assigned for the entire contract period.

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 incurred after vacating the assigned space.

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 incurred after vacating 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:
The University does not 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 or damage to the personal property of the student and any damage to the University, other third parties, and University facilities. The student shall not be entitled to any compensation of payment as a result of any facility malfunction or reduction in service 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 applies to any potential issues with Bed Bugs or Mice.

10. Remedies:
A. No outside, third party vendor, is allowed to perform services within the residence hall rooms, suites, and 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.

B. Service deliveries (pizza, flowers, etc.) may result in a forfeiture of paid deposits.

C. Billing for each semester of the academic year contract term will be apportioned as follows:

<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></td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>

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

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

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 Senate Bill 11, Texas Tech University OP 10.22, and the University Student Housing Campus Carry policies outlined in the Official University Student Housing and Hospitality Services Contract Guide.

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

J. Dining Bucks can be managed (amounts added) via the University ID Office website https://id.ttu.edu/.

K. Students are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.

L. The student agrees to pay The University a room and dining plan fee in accordance with the terms of this contract.

M. The University reserves the right to determine if the student’s past behavior or criminal activity is such that the interest of The University, the student and/or other students or University personnel could be threatened or jeopardized by the admission of the student into University housing.

N. 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 Senate Bill 11, Texas Tech University OP 10.22, and the University Student Housing Campus Carry policies outlined in the Official University Student Housing and Hospitality Services Contract Guide.

O. The student and his/her Guarantor are encouraged to carry appropriate insurance to protect against loss or damage to the personal property of the student and any damage to the University, other third parties, and University facilities.
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 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, laboratories, 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/contractguide.php, the Texas Tech University Student Handbook http://www.depts.ttu.edu/dos/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.

B. Other Rules, Laws 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, Wiggins Complex at 3211-18th Street, Box 41141, Lubbock, Texas 79409-1141; by fax to (806) 742-2696 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 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 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>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment/Suite (West Village)</td>
<td>Open June 4, 2017 Close August 12, 2017</td>
</tr>
<tr>
<td>Traditional (Coleman)</td>
<td>June 4, 2017 Close August 12, 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___________________________________________________
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       Parent or Legal Guardian Signature if under 18 Years of Age

By ____________________________________________     _______________________________________________
Director of Hospitality Services       Student Signature