TEXAS TECH UNIVERSITY
TEXAS TECH HEALTH SCIENCES CENTER
University Student Housing and HospitalityServices
Official 12 Month Contract
Fall 2022 – Summer 2023

This contract is only applicable to the West Village and Carpenter Wells Residence Halls

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, this contract is also an agreement between The University and the student resident's parents, 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 dining plan to the student in accordance with the terms of this contract for the period August 14, 2022 through August 4, 2023 (the "Contract Period").
   B. The student agrees to pay The University a housing 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 2022, Spring 2023, and Summer 2023 terms** or if entered into after the start of the Contract Period, to the balance thereof.
   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 for any reason, including but not limited to lack of available housing. 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 only after the student has submitted the required application, properly signed this contract, and paid the application fee and applicable deposit(s).

Fees/Deposits	Description	Amount
Application Fee	Required with all housing applications. This is a one-time fee.	$75: non-refundable
Initial Deposit	Required for all housing room reservations for all residence halls including traditional spaces and suite/apartment/pod style spaces. Due with signed contract.	$400: potentially refundable (less any fees or billed charges) if contract is completed or properly cancelled as outlined in Paragraph 4.
Additional Deposit	Required for a housing room reservation in a suite/apartment/pod style space (Talkington, Gordon, Carpenter/Wells, Murray, Honors Hall, and West Village). Due with signed contract if selecting a suite/apartment/pod style space or when student elects to upgrade to a suite/apartment/pod style space.	$250: potentially refundable (less any fees or billed charges) if contract is completed or if student never reserves a suite/apartment style space.

   B. The student agrees to pay the housing and dining plan fees and any billed charges (i.e., damage charges, lock change charges, late/improper check-out charges, etc.) at the time scheduled by The University. All housing and dining plan fees and charges are billed in a combined account with The University tuition and fees. These accounts are managed by University Student Business Services.
   C. Residents who elect to reserve a suite/apartment/pod style space are required to pay a $250 additional deposit, which is in addition to the $400 initial deposit, and is due with a signed contract or when a suite/apartment/pod style space is elected. **This additional deposit fee of $250 is non-refundable if the contract is cancelled at any time before the end of the Contract Period.** If a suite/apartment/pod style space is reserved but then the reservation is changed to a traditional space, student will forfeit the $250 additional deposit.
3. **Rates:**
   A. Housing 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. Themost recent rates are posted at housing.ttu.edu and hospitality.ttu.edu.
   B. The dining plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).
   C. All on-campus residents are required to have a dining plan. All residents may select one of the traditional Double T, Matador, or Red & Black dining plans. Residents of the West Village Hall also have the option to select the Scarlet dining plan.
   D. Billing for this contract will be apportioned as follows:

Term of Occupancy	Fall	Spring	Summer I	Summer II
12-month	60%	40%	Summer I Rate	Summer II Rate

4. **Cancellation of Contract:**
   A. **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 their 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 10 of this contract.
   B. **Cancellation of Contract Prior to Contract Period/Occupancy:** All cancellation requests must be submitted to University Student Housing in writing or submitted electronically (preferred method) by the student. Cancellations must be mailed, faxed or delivered to the address provided for The University in Paragraph 14 below or submitted electronically via the online cancellation form at housing.ttu.edu. Under no circumstances will verbal cancellations be accepted.

DEPOSITS: Cancellations received based on the cancellation schedule listed below will result in the noted deposit refund amounts:

Cancellation Date	Initial Deposit	Additional Deposit
On or before May 1, 2022	$400 refundable	$0 refundable if suite/apartment/pod style space is reserved – See Section 2
After May 1, 2022	$0 refundable (no refunds)	$0 refundable if suite/apartment/pod style space is reserved – See Section 2

In the event this contract is cancelled, any resulting deposit refund will be credited back to the original method of payment. If the original method of payment is not available, University Student Housing may issue a check to the permanent address on file for the student or apply the credit to the student's Student Business Services account as appropriate. Once processed by The University, all credit/debit card refund inquiries should be directed to the card issuing banking entity.

LATE CANCELLATIONS: Prior to occupancy, any individual who cancels their contract on or after August 1, 2022, will be subject to a cancellation fee based on the cancellation schedule listed below and their contract will be terminated.

Cancellation Date	Cancellation Fee
Before August 1, 2022	$0
On or after August 1, 2022 through August 13, 2022	$500
On or after August 14, 2022	$1,000

Students are encouraged to review the On-Campus Residence Requirement as explained in Texas Tech University OP 30.25 and ensure any housing exemption requests submitted have been approved before signing an off-campus lease.

   C. **Cancellation of Contract during Contract Period/Occupancy:**
      i. By the Student: This contract is binding for the entire Contract Period. The student may terminate this contract subject to one of the following and pay appropriate charges, including any billed charges (i.e., damage charges, lock change charges, late/improper check-out charges, abandoned property charges, amounts exceeding the pro-rata for Dining Buck expenditures, etc.)

Cancellation Reason	Initial Deposit	Additional Deposit	Room/Dining Plan Charges and/or Refunds
Move out of assigned space after occupied, while remaining enrolled at The University or Texas Tech University Health Sciences Center	Refunded at the end of the Contract Period after any applicable charges are assessed.	Refunded at the end of the Contract Period afterany applicable charges are assessed.	Student is not eligible for a refund of room fees for the Contract Period. Unused Dining Bucks will roll over to the subsequent semester for returning students. Students not returning forfeit any unused Dining Bucks.
Suspension / Withdrawal from The University, Texas Tech University Health Sciences Center or Residence Halls before the 20th class day	Forfeited	Forfeited	Student housing and dining bill will be adjusted to reflectprorated daily housing and dining plan fees based on overall semester fees.
Suspension / Withdrawal from The University, Texas Tech University Health Sciences Center or Residence Halls after the 20th class day	Refunded at the end of the Contract Period after any applicable charges are assessed.	Refunded at the end of the Contract Period afterany applicable charges are assessed.	Student is not eligible for a refund of housing and dining fees for the Contract Period.

Graduation or participating in required University or Texas Tech University Health Sciences Center academic programs requiring residence outside of the Lubbock community	Refunded at the end of the Contract Period after any applicable charges are assessed	Refunded at the end of the Contract Period afterany applicable charges are assessed	For contract cancellation prior to the Spring term (i.e. Fall graduation), if written notification is received by December 1st and substantiated by the Office of the Registrar, the contract will be canceled and Fall term billing adjusted to 50%. For contract cancellation prior to the Summer terms (i.e. Spring graduation), if written notification is received by April 1st and substantiated by the Office of the Registrar, the contract will be canceled prior to Summer billing.

ii. A room is considered occupied upon issuance of the key to the student.
iii. Failure to occupy the assigned space by the first day of classes for each semester may result in cancellation of the room assignment, forfeiture of the $400 Initial Deposit and the $250 Additional Deposit (as applicable), and enrolled student will be responsible for full contract period billing and all applicable dining fees.
iv. By the University: Student may be entitled to a refund by the University for housing and dining fees only under the following circumstances:

Cancellation Reason	Initial Deposit	Additional Deposit	Room/Dining Plan Fees and/or Refunds
Force Majeure Event	Refunded at the end of the Contract Period after any applicable charges are assessed.	Refunded at the end of the Contract Period after any applicable charges are assessed.	Student may be refunded a pro-rate portion of their housing and dining fees based upon the date on which Student is asked to move out and the remaining time left on the term of this Contract. Student acknowledges that there are certain administrative and facilities costs that remain regardless of the existence of a force majeure event. The University may withhold from any refund provided herein any such amount to cover said administrative and facilities costs incurred or to be incurred by The University over the remainder of the term of this Contract.
Termination Due to Lack of Space	Refunded	Refunded	Housing charges will be refunded by The University within 5 business days after The University notifies Student of the termination of this Contract due to lack of space. Student shall have the option to elect to continue with the dining plan selected, change dining plans, or terminate their dining plan for a refund.

5. Room Assignment / Selection:

A. Assignment/selection of space is contingent upon the receipt of required application, properly signed contract, and paid application fee and applicable deposit(s).
B. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit, as well as University needs.
C. A single room request may be revoked at any time if an overflow circumstance occurs.
D. Students who lose a roommate or were not assigned a roommate may be given the option to contract for a single room when space permits. Should this option occur and be elected, students will be charged a single rate for remaining time left on the term of this Contract. Should space be available to grant a single room and the student does not elect a single room contract, the student is required to optimize by accepting the assignment/selection to another room or assignment/selection of another roommate. Failure to comply with the optimization policy will result in a charge to the student's account for a single room and/or possible contract termination. Occupants with a vacancy in their room will be required to keep the rest of the room clear for a potential roommate. Roommates may be assigned without specific notice.

6. Dining Plan:

A. The student is required to have a valid dining plan during the Contract Period. 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 through to the 20th class day for Fall and Spring terms or the last day to withdraw and receive partial credit for Summer terms. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. Dining Plan fees are billed 60% in Fall and 40% in Spring. Dining Bucks are allocated 50% in Fall and 50% in Spring. Summer I and Summer II dining plan fees and dining bucks are billed and apportioned separately by term. Dining Plans are valid for food or beverage purchases at any Hospitality Services location and are only valid 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 term. Unused Dining Bucks are non-refundable but are transferable to the next housing and diningcontract. If the student moves off campus, 70% of unused dining bucks are transferrable to a commuter dining plan. Dining Bucks are accessed using the Student ID Card. Lost or stolen cards should be reported immediately to the University ID Office. Only the balance remaining in the account at the time the card is reported lost or stolen will be protected.
C. The Dining Plan includes a dining operations cost, dining operations cost taxes, and spendable Dining Bucks which are subject to the appropriate sales tax (Lubbock and Texas).
D. Students may add additional dining bucks to their dining plan at the Hospitality Services Dining Plans Office or online at hospitality.ttu.edu.

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 and sanitation of the assigned space during the Contract Period. The student may be charged for any excessive cleaning needs 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 additional charges.
E. Conducting 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, 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 subsequentdocumentation has been provided to and approved by University Student Housing. **Students found to have an unauthorized animal in their Residence Hall will be subject to a $100 fine per instance.**
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 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 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 Guide*.

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 maintenancereasons. The University reserves the right to perform random room inspections.
B. A roommate may be assigned without prior notice. The assigned space may also be entered whenever an assigned student permanently vacates the space or whenever a student vacates fora break 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 its buildings or, on its grounds prior to, during, or subsequent to the Contract Period. The student and their 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 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 found via the following: http://www.cdc.gov/mold/ and http://www.cdc.gov/parasites/bedbugs/.

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 their Guarantor fails to pay room and dining plan fees, or additional 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 fromthe 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 waiverof 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 University *Student Housing and Hospitality Services Contract Guide* and the *Texas Tech University StudentHandbook* are made a part of this contract. 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 ofthe 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 shallbe 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 their Guarantor shall be mailed to or deliveredat the addresses provided in the application to the student and/or their 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 University *Student Housing and Hospitality Services Contract Guide* and the *Texas Tech University Student Handbook*, 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:

Term of Occupancy	Open	Close
Fall 2022 - Summer 2023	August 14, 2022	August 4, 2023

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

C. Timeslot Requirement: All students will be required to sign up for a move-in timeslot for the Fall term. Failure to secure a move-in timeslot by July 31, 2022, or within 48 hours after manually being assigned a room, may result in the release of your room assignment. Your contract will not be cancelled, but you will lose your preferred room assignment and must contact the Welcome Center to obtain a new room assignment based on current housing availability. You are not guaranteed your old room assignment.

19. Force Majeure:

Event of Force Majeure" means an event beyond the control of Contractor or University which prevents or makes a party's compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); act or threats of terrorism; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party.

20. Emergency Health and Safety Procedures:

In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Student agrees to adhere to all such procedures and related directives from University when residing on University's campus, including all check out procedures that may be issued from the University. All Emergency Health and Safety Procedures may be found here University *Student Housing and Hospitality Services Contract Guide*

Student Name_____ **R#**_____

First Middle Last Student ID

_____ _____ _____ _____

Student Permanent Home Address City State Zip

_____ _____ _____

Student Home Phone Number Student Cell Phone Number TTU Email Address

By _____ _____ _____

Managing Director of University Student Housing Student Signature Date Signed

By _____ _____ _____

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