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 January 8, 2023 through May 10, 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 Spring 2023 term 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 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 the student’s graduation or withdrawal, The University has the right to terminate this contract for any reason, including but not limited to, students not meeting eligibility requirements or students. Students not returning forfeit any unused Dining Bucks.

2. Payment of Fees:

A. The University agrees to provide a housing 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).

<table>
<thead>
<tr>
<th>Fees/Deposits</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee</td>
<td>Required with all housing applications. This is a one-time fee.</td>
<td>$75, non-refundable</td>
</tr>
<tr>
<td>Initial Deposit</td>
<td>Required for a housing room reservation in a suite/apartment/pod style space</td>
<td>$400, potentially refundable (less any fees or billed charges) if contract completed or properly cancelled as outlined in Paragraph 4.</td>
</tr>
<tr>
<td>Additional Deposit</td>
<td>Not included</td>
<td>$250, potentially refundable (less any fees or billed charges) if contract is completed or if student never reserves a suite/apartment style space.</td>
</tr>
</tbody>
</table>

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 signed contract. If a suite/apartment/pod style space is reserved but then the reservation is changed to a traditional space, 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 President. All rates are subject to change, with appropriate notice. The most recent rates are posted at www.depts.ttu.edu/housing 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 based on academic year rates apportioned as follows:

<table>
<thead>
<tr>
<th>Term of Occupancy</th>
<th>Spring</th>
<th>Summer I</th>
<th>Summer II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Only</td>
<td>50%</td>
<td>Not included</td>
<td>Not included</td>
</tr>
</tbody>
</table>

4. Cancellation of Contract:

A. General: Once this contract has been signed by the parties, even if it is after the cancellation dates below, and even if the student does not secure a specific room assignment, 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. All cancellation requests must 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.

C. Cancellation of Contract After Occupancy:

i. A room is considered occupied upon issuance of the key to the student.

ii. 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 properly charges, amounts exceeding the pro-rata for Dining Buck expenditures, etc.)

iii. By The University: The University has the right to terminate this contract for any reason, including but not limited to, students not meeting eligibility requirements or students. Students not returning forfeit any unused Dining Bucks.

<table>
<thead>
<tr>
<th>Cancellation Reason</th>
<th>Initial Deposit</th>
<th>Additional Deposit</th>
<th>Room/Dining Plan Charges and/or Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move out of assigned space after occupied</td>
<td>Refunded at the end of the Contract Period after any applicable charges are assessed.</td>
<td>Refunded at the end of the Contract Period after any applicable charges are assessed.</td>
<td>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.</td>
</tr>
</tbody>
</table>
10. Remedies:

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. Room Optimization: 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 if the student elects not to accept the new single room contract, the student may be assigned to another room or receive another roommate as needed and determined by University Student Housing. 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. 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 charges for the Contract Period after any applicable charges are assessed.

B. The student is responsible for the cleanliness and sanitation of the assigned space during the Contract Period and shall reimburse the University for all cleaning costs in excess of normal cleaning costs incurred after vacating the assigned space.

C. 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.

D. 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.

E. 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, the following:  http://www.cdc.gov/mold/  and  http://www.cdc.gov/parasites/bedbugs/  .

F. 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 a Summer 2023 or Fall 2023 dining plan.

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 the student wishes to change their plan after the Contract Period, the plan change will be effective on the first day of the spring semester.

B. Dining plan fees and dining bucks are each apportioned 50% in the spring.

C. 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 the student wishes to change their plan after the Contract Period, the plan change will be effective on the first day of the spring semester.

D. Students may add additional dining bucks to their dining plan at the Hospitality Services Dining Plans Office or online at hospitality.ttu.edu.

E. 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 the student wishes to change their plan after the Contract Period, the plan change will be effective on the first day of the spring semester.

F. Dining plan fees and dining bucks are each apportioned 50% in the spring.

G. 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 will have the option to continue with the dining plan selected, change dining plans, or terminate their dining plan for a refund.

H. 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 the student wishes to change their plan after the Contract Period, the plan change will be effective on the first day of the spring semester.

I. Dining plan fees and dining bucks are each apportioned 50% in the spring.

J. 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 shall not have a valid dining plan during the Contract Period.

D. If the student elects not to accept the new single room contract, the student may be assigned to another room or receive another roommate as needed and determined by University Student Housing. 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.

E. 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.

F. Dining plan fees and dining bucks are each apportioned 50% in the spring.

G. Supplemental Service and/or Emotional Support/Comfort animals will be allowed to remain in University housing only after appropriate documentation has been reviewed/approved by University Disability Services or Student Housing.

H. 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 the student wishes to change their plan after the Contract Period, the plan change will be effective on the first day of the spring semester.

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C. 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.

D. If the student elects not to accept the new single room contract, the student may be assigned to another room or receive another roommate as needed and determined by University Student Housing. 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.

E. 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.

F. Supplemental Service and/or Emotional Support/Comfort animals will be allowed to remain in University housing only after appropriate documentation has been reviewed/approved by University Disability Services or Student Housing.

G. Students in Carpenter/Wells, Murray, Talikington, and West Village that have a valid License to Carry (LTC) may store their weapon authorized weapon within their room so long as the storage facility is approved in accordance with University Policy 10.22, and the University Student Housing Campus Carry policies outlined in the University Student Housing Services Carry Policies Guide.

H. Students in Carpenter/Wells, Murray, Talikington, and West Village that have a valid License to Carry (LTC) may store their weapon authorized weapon within their room so long as the storage facility is approved in accordance with University Policy 10.22, and the University Student Housing Campus Carry policies outlined in the University Student Housing Services Carry Policies 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 maintenance reasons. 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 for a break period, to ensure that established closing procedures have been followed.

9. Limitation of Liability:

The University cannot guarantee the safety of lives or that of any legal obligation to pay for injury to persons (including death) or loss or damage to items of personal property, whatever caused by fire, electricity, or any force resulting from or occasioned by any Force Majeure Event.

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.

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 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 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. Student Conduct and/or termination of the University Student Housing and Hospitality Services Contract.

B. Other 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 their Guarantor shall be mailed to or delivered at the addresses provided in the application to the student and/or their Guarantor on this contract.

15. Entire Contract. No Modifications:

   A. 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.

   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.

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.

17. Notice Concerning Your Information:

   A. 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>Term of Occupancy</th>
<th>Open</th>
<th>Close</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring 2023</td>
<td>January 8, 2023</td>
<td>May 16, 2023</td>
</tr>
</tbody>
</table>

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

19. Force Majeure:

   A. 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.

   B. 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.

   C. In witness whereof the parties have executed this contract.

20. Emergency Health and Safety Procedures:

   A. 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

   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 delivered at the addresses provided in the application to the student and/or their Guarantor on this contract.

   C. In witness whereof the parties have executed this contract.

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 ____________________________________________ Student Signature _______________________
Senior Managing Director of University Student Housing Date Signed

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

2696 or by email to: housing@ttu.edu.