1. Parties and Agreements:

The 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 parent(s), 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. 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 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 the University’s determination under paragraph G, the student has 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 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 (Talittingon, Gordon, Carpenter/Wells, Murray, Honors Hall, and West Village). Due with signed contract.</td>
<td>$400: potentially refundable (less any fees or billed charges) if contract is completed or properly cancelled as outlined in Paragraph 4.</td>
</tr>
<tr>
<td>Additional Deposit</td>
<td>Required for a housing room reservation in a suite/apartment/pod style space</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 Texas Student Business Services University.

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 or when a suite/apartment/pod style space is elected. This additional deposit fee of $250 is non-refundable if a student reserves a suite/apartment/pod style and the contract is cancelled at any time before the end of the Contract Period.

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 student’s 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, Scarlet, 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></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., C. of this Paragraph 10 of this contract, 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. The student is responsible for any fees or charges applied for the period of occupancy. Students are encouraged to review the First-Year On-Campus Residency 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. All enrolled students will be responsible for full contract period billing of all housing and dining plan fees.

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Initial Deposit</th>
<th>Additional Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<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>Refunded at the end of the Contract Period after any applicable charges are assessed.</td>
</tr>
</tbody>
</table>

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 January 3, 2023, will be subject to a cancellation fee based on the cancellation schedule listed below and their contract will be terminated. Individuals who fail to cancel their contract by the first day of classes will be subject to a $500 cancellation fee and their contract will be terminated.

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Cancellation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before January 2, 2023</td>
<td>$0</td>
</tr>
<tr>
<td>On or after January 3, 2023, through January 7, 2023</td>
<td>$250</td>
</tr>
<tr>
<td>On or after January 8, 2023</td>
<td>$500</td>
</tr>
</tbody>
</table>

Students are encouraged to review the First-Year On-Campus Residency 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. All enrolled students will be responsible for full contract period billing of all housing and dining plan fees.

Failure to occupy the assigned space by the first day of classes will result in cancellation of the room assignment (as applicable), forfeiture of the $400 Initial Deposit and the $250 Additional Deposit (as applicable) and a $500 late cancellation fee.

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

<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 while residing at The University or Texas Tech University Health Sciences Center</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:

8. Right of Entry:

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 reallocate 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 the student loses a roommate later, a single rate will be charged for the remainder of the Contract Period and the student does not elect a single room contract, the student may be assigned to another student 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. 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 NOT APPLIED FOR, THE MATADOR DINING PLAN WILL AUTOMATICALLY BE ASSIGNED. The level of dining plan selected may be made through the 20th day of the given semester. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. Dining plans fees and dining bucks are each apportioned 50% in the spring. Dining plans are valid for food or beverages 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 a Summer 2023 or Fall 2023 – Spring 2024 housing and dining contract. If the student moves off-campus, 70% of unused dining bucks will roll over to a Commuter dining plan if the student is enrolled in classes. 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. Students will be assessed a Dining Operations Cost, Dining Operations Cost taxes, and spendable Dining Bucks which are subject to the appropriate sales tax (Lubbock and Texas). 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 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 additional charges.

E. Cost of damage or loss 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 lobby of the residence hall.

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

H. Students in Carpenter/Wells, Murray, Talmking, and West Village that have a valid License to Carry (LTC) may store their authorized weapon within their room so long as the storage 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 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 and does not assume any legal obligation to pay for injury to persons (including death) or loss or damage to items of personal property, whether occurring in the building(s) 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, heating, hot water, electricity, 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 via the following links: 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 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 to fail 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. By the University: Student may be entitled to a refund by the University for housing and dining fees only under the following circumstances:

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 of The Board of Regents, by the student’s living hall, and by the rules and regulations of Texas Tech University.

2
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:

   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:

<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:

   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.