TEXAS TECH UNIVERSITY
TEXAS TECH HEALTH SCIENCES CENTER
University Student Housing and Hospitality Services
Official Academic Year Contract
Fall 2026 – Spring 2027

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 20, 2026 through May 12, 2027 (the "Contract Period").
B. The student agrees to pay The University housing and dining plan fees in accordance with the terms of this contract.
C. Students must be at least 16 years of age by the start of the contract term to live in on-campus housing.
D. If the student is under 18 years of age, the Guarantor further agrees that if the student fails to make such payments for any reason, 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.
E. 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.D.
F. The terms of this contract apply to the Fall 2026 – Spring 2027 academic year or if entered into after the start of the Contract Period, to the balance thereof. This contract is intended for the full academic year and is not designed to support short-term stays (e.g., fall term only).
G. Registered sex offenders and students convicted of any felony are not permitted to live within The University owned housing system.
H. 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.
I. 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.
J. Students must be enrolled for both fall and spring terms to live in on-campus housing. Students who fail to enroll and/or withdraw will be held to cancellation terms outlined in section 4.
K. Students are encouraged to review the First-Year On-Campus Residency Requirement per Texas Tech University OP 30.25 and ensure any housing exemption requests submitted have been approved before pursuing off-campus options. All enrolled First-Year students without an approved housing exemption will be responsible for full contract period billing of all housing and dining plan charges and fees.

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.	$100: non-refundable
Initial Deposit	Required for all housing room reservations for all residence halls including traditional spaces and studio/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 studio/suite/apartment/pod style space (Talkington, Gordon, Carpenter/Wells, Murray, Honors Hall, and West Village). Due with signed contract if selecting a studio/suite/apartment/pod style space or when student elects to upgrade to a studio/suite/apartment/pod style space.	$250: potentially refundable (less any fees or billed charges) if contract is completed or if student never reserves a studio/ suite/apartment/pod style space.

B. The student agrees to pay the housing and dining plan rates 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 studio/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 studio/suite/apartment/pod style space is elected. The University reserves the right to charge this deposit to the student's account, if not on file. **This additional deposit fee of $250 is non-refundable if a student reserves a studio/suite/apartment/pod style space and the contract is cancelled at any time before the end of the Contract Period.** If a studio/suite/apartment/pod style space is reserved, but then the reservation is changed to a traditional space, student will forfeit the $250 additional deposit.
D. Upon completion of the contract, defined as full billing for both the fall and spring terms, the student is eligible for a deposit refund. After all charges and fees are assessed, any refund due will be issued to the student's Student Business Services account within 3–6 weeks after the end of the spring term.

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 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 Matador or Red & Black dining plans.
D. Billing for this contract will be apportioned as follows for both housing and dining plan fees:

Term of Occupancy	Fall	Spring	Summer I	Summer II
Academic Year	60%	40%	Not included	Not included

4. Cancellation of Contract:

A. 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, and D. of this Paragraph 4, constitutes a breach of the contract and authorizes the use of the remedies described in Paragraph 10 of this contract.

CANCELLATION REQUESTS: All cancellation requests must be submitted either (i) by mail or personal delivery to the address for the University set forth in Paragraph 14 below, (ii) in person through a University Student Housing staff member located in the Welcome Center, or (iii) electronically via the official online cancellation form available at housing.ttu.edu. Under no circumstances will verbal cancellations be accepted.

Cancellation requests due to withdrawal, academic suspension, or personal circumstances remain subject to, and will be enforced under, all terms and conditions outlined in Section 4 of this Contract.

Cancellation requests due to behavioral conduct suspensions, whether submitted by the student or initiated by The University, are <u>not</u> eligible for pro-rated billing and will be assessed full fall and spring billing for the Contract Period, regardless of cancellation date, and will forfeit all paid deposits.

Cancellation requests due to fall graduation or due to participating in a Texas Tech University/Health Sciences Center academic program for the upcoming spring term requiring residence outside of the Lubbock community, must submit their formal contract cancellation and provide sufficient supporting documentation by December 1 to avoid additional fees. Students must fully vacate their room at the end of the fall term. Approved cancellations will be treated as completed contracts, and all paid deposits will be refunded less any billed charges. Note: Participation in non-academic support programs, including but not limited to spring internships and local study abroad opportunities, shall not constitute a basis for release from this Contract.

DEPOSITS: Cancellation requests received based on the cancellation schedule listed below, regardless of occupancy status, will result in the noted deposit refund amounts. Any resulting deposit refund will be credited back to the original method of payment. If the original method of payment is not available, The University 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.

Cancellation Date	Initial Deposit	Additional Deposit
On or before May 1, 2026	$400 refundable	See Section 2.C.
After May 1, 2026	$0 refundable (no refunds)	See Section 2.C.

B. **Cancellation of Contract <u>Prior</u> to Occupancy:** Prior to occupancy, any student who submits a cancellation request on or after August 1, 2026, will be subject to a late cancellation fee based on the cancellation schedule listed below. All late cancellation fees will be charged to the student's Student Business Services account.

Cancellation Date	Late Cancellation Fee
Before August 1, 2026	$0
On or after August 1, 2026 through August 15, 2026	$500
On or after August 16, 2026	$1,000

Failure to occupy assigned space and/or formally cancel the contract by the first day of fall classes will result in contract termination, forfeiture of deposit(s), and a $1,000 late cancellation fee. All enrolled students without an approved housing exemption will be responsible for full contract period billing of all housing and dining plan charges and fees.

C. **Cancellation of Contract <u>After</u> Occupancy:** A room is considered occupied upon issuance of the key to the student. Once a room has been occupied, any student who submits a cancellation request for their contract, including students cancelling due to academic suspension and/or withdrawal, will be subject to pro-rated charges and an early termination fee based on the schedule listed below. Students are billed in full for all housing and dining charges prior to the start of the fall and spring terms. Upon cancellation, pro-rated charges will be assessed, and any applicable housing or dining credits and/or early termination fees will be applied to the student's Student Business Services account.

Cancellation Date	Pro-Rated Charges	Early Termination Fee
Before 20th Class Day (Fall term)	Daily pro-rated charges for housing and dining	$1,500 Early Termination Fee
On/After the 20th Class Day (Fall term)	Full Fall term billing (no proration)	$750 Early Termination Fee
Before 20th Class Day (Spring term)	Daily pro-rated charges for housing and dining	$750 Early Termination Fee
On/After 20th Class Day (Spring term)	Full Spring term billing (no proration)	$0 (contract completed)

20th Class Day is determined using The University's official academic year calendar.

Students who cancel their contract after the 20th class day for the fall term, must fully vacate their room within 72 hours or at winter break/fall check-out (whichever is sooner) to avoid spring pro-rated charges. Rooms with personal belongings remaining will be considered occupied and subject to pro-rated spring billing. Pro-rated charges will only cease after the room is vacated and the room key is formally returned and accepted by University Student Housing, or upon assessment of a lock change charge if key is not returned.

D. **Cancellation of Contract – By the University:** Student may be entitled to a refund by the University for housing and dining charges and/or deposits only under the following circumstances:
   i. Force Majeure Event – Deposits may be refunded at the end of the Contract Period after any applicable charges are assessed. Student may be refunded a pro-rata 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.
   ii. Termination Due to Lack of Space - Deposits will be refunded. Student 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 may re-enroll in any available dining plan by contacting the Dining Plan Office.

5. Housing Assignment / Selection:

A. Assignment/selection of space is contingent upon the receipt of required completed application which includes a signed contract and payment for application fee and applicable deposit(s).
B. Assignment/selection of rooms must be made in accordance with applicable University policy and Texas Tech University System Regulation. 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 or compliance with applicable law**.**
C. 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 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 may be assigned to another room or receive another roommate as needed and determined by University Student Housing. 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. 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.
D. Student Accommodations: All requests for housing or dining accommodations on the basis of disability, including emotional support animals ("ESAs"), shall be initiated through Student Disability Services ("SDS"). SDS shall review such requests, together with all required supporting medical documentation, to determine eligibility for the requested accommodation. Once eligibility has been verified by SDS, University Student Housing and Hospitality Services will discuss available options with the student that may meet the accommodation need, based on available resources. To facilitate timely review and implementation, students must submit accommodation requests to SDS no later than **April 1** for the upcoming fall term. Requests submitted after April 1 will be reviewed; however, the University does not guarantee that accommodations submitted after this date can be implemented immediately or prior to the beginning of the fall term.
   i. ESA Accommodations: If you have secured a shared room/studio/suite/apartment/pod), ALL roommates must agree to live with an ESA and submit a roommate agreement form prior to the animal being brought into University housing. If all roommates do not agree to the ESA, a new room assignment may be necessary in order to provide the ESA accommodation.

6. Period of Occupancy:

A. The student may occupy the assigned space during the dates listed below. Exceptions include: (1) early occupancy dates based on Fall term move-in timeslot selections, as available; and (2) students who have contracted for a space in West Village or Carpenter/Wells, who may continue residency in their contracted space during the winter break period between the Fall and Spring terms. All other students are not permitted to occupy their contracted space during the winter break period; however, they are not required to fully move out.

Term of Occupancy	Open	Close
Fall 2026	August 20, 2026	December 10, 2026
Spring 2027	January 10, 2027	May 12, 2027

Note: This contract does not provide housing for the summer terms. Please visit housing.ttu.edu for summer term contract information.

B. There will be no reduction in cost for late arrival or early departure. Securing a preferred move-in timeslot after the start of the Contract Period, will not entitle the Student or Guarantor to a reimbursement or a reduction in cost.
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 the communicated/posted deadline, 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.

7. 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 the 20th class day of the given semester. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. Dining plans are billed 60% in Fall and 40% in Spring. Dining bucks are allocated 50%in Fall and 50% in Spring. 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 and non-transferable. Unused dining bucks will roll over from the fall semester to the spring semester contract, but any unused Dining Bucks will automatically expire at the end of the Spring semester commencement. 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 at Student Union Room 238C or online at hospitality.ttu.edu.

8. 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. The student is responsible for their room key. Loss of key will necessitate a lock core change for all keyed doors in the room/suite and associated lock change charges. In the event the student is locked out, they can borrow a lockout key from the hall office front desk. Failure to return the lockout key within 15 minutes will necessitate lock core changes and associated lock change charges.
E. 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.
F. Conducting business of any kind from the assigned space or public spaces is prohibited.
G. 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.
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*.

9. 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 fora break period, to ensure that established closing procedures have been followed.

10. 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 https://www.cdc.gov/bed-bugs

11. 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 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.

12. 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.

13. Time of Essence:

Time is of the essence in the satisfaction of all terms of the agreement contracted in this contract.

14. 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 Student Handbook* 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 of the Board of Regents, and by the rules and regulations of Texas Tech University.

15. 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, 3211 18th Street, P.O. Box 41141, Lubbock, Texas 79409-114; 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.

16. 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.

17. 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.

18. 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.

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); acts 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 a pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), The 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 Student TTU Email Address

By _____ _____ _____

Senior Managing Director of University Student Housing Student Signature Date Signed

By _____ _____ _____

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