2. Payment of Fees:

A. The University agrees to provide a room and dining plan only after the student has submitted the required fees, an application, and properly signed and returned this contract.

B. The student agrees to pay the room and dining plan fees and any additional billed charges (i.e., damage, late check-out, etc.) at the time scheduled by The University.

C. All on-campus residents are required to have a meal plan. All residents may select one of the traditional Double T, Matador or Red and Black meal plans.

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

<table>
<thead>
<tr>
<th>Term of Occupancy</th>
<th>Fall</th>
<th>Spring</th>
<th>Summer I</th>
<th>Summer II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Year</td>
<td>60%</td>
<td>40%</td>
<td>Summer I Rate</td>
<td>Summer II Rate</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, it becomes a binding agreement, a contract between the student (and his/her Guarantor, if required) and The University. Failure of any party to fulfill the covenants herein except in the manner specified in this Paragraph 4, constitutes a breach of the contract and authorizes the remedies described in Paragraph 11 below.

B. Cancellation of Contract Prior to Contract Period/Occupancy:

1. Any resident who is enrolled at the University or Texas Tech Health Sciences Center but wishes to cancel his/her on-campus housing reservation for the 2020-2021 academic year and will be enrolled in actual or TTU online classes must do so before August 16, 2020. Residents who fail to cancel by August 16, 2020, will not be released from the contract and will be subject to the appropriate amount of the contract year charges. Residents are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.

2. Forfeited Application Fee

   a. Non-refundable if the contract is canceled at any time before the end of the contract term.

   b. If the contract is canceled after the end of the contract term, the application fee will be refunded.

   c. The Additional Deposit is nonrefundable if the contract is canceled at any time before the end of the contract period.

3. Rates:

   a. Room and dining plan rates are based on a per person charge. Rates will be established by The University Board of Regents. All rates are subject to change, with appropriate notice. The most recent rates are posted at most recent rates are posted at http://depts.ttu.edu/housing/financial/index.php.

   b. The rate for the contract will be subject to the appropriate sales tax (local and state). A $3.50 per month for lease term.

   c. All on-campus residents are required to have a meal plan. All residents may select one of the traditional Double T, Matador or Red and Black meal plans.

   d. Meal plan 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. Rates will be posted at most recent rates are posted at http://depts.ttu.edu/housing/financial/index.php.

   e. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   f. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   g. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   h. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   i. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   j. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   k. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   l. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   m. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   n. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   o. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   p. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   q. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   r. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   s. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   t. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   u. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   v. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   w. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   x. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   y. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   z. The University reserves the right to terminate a contract if the student has been determined to be a registered sex offender or has committed a violent felony.

   A. Assignment/selection of space is contingent upon the receipt of required fees and the return of a properly signed contract.

   B. The student must assign and maintain a space for the rest of the individual student's housing period.

   C. Students who are not enrolled for classes by August 9, 2020 could lose their reservation and forfeit all deposits. The University must be contacted, in writing, to advise if there are registrations issues to avoid cancellation.

   D. A single room request may be revoked at any time if a potential occupancy circumstance occurs.

   E. Students who lose a roommate or were not assigned a roommate will be given the option to contract for a room as a single when space permits. Students should be available to grant a single room occupancy to student who did not get 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 change to the student's account for a single room. Occupants of rooms both double and triple will be required to keep the rest of the room clear for a potential roommate. Roommates may be assigned without specific notice.

6. Dining Bucks Plan:

A. The student is required to have a valid Dining Plan during the period of occupancy. The Dining Plan selected with the application for housing will be assigned for the entire period of occupancy. ALL NEW STALLATES MOVING INTO A UNIVERSITY OWNED FACILITY OR ANY FRESHMAN, TRANSFER, OR MASTERS STUDENT MOVING INTO A UNIVERSITY OWNED FACILITY WILL AUTOMATICALLY BE ASSIGNED THE LEVEL OF DINING PLAN Selected may be made up to the 20th class day of each semester. The Dining Plan Change Request Form may be found at housing.ttu.edu/Dining Plan fees are apportioned by 66% in the fall and 40% in the spring. Dining Bucks are apportioned 50% in the fall and 50% in the spring. Dining Plans are valid for food or beverage purchases at any Hospitality Service location on campus. The University reserves the right to remove any student for maintenance, efficiency, or other purposes to modify hours or close a dining location, with as much advance notice as is reasonably possible.
7. Student Resident Responsibilities:
   A. No additional persons may occupy the assigned space.
   B. The student shall reimburse The University for all damage to the assigned space and furnishings other than normal wear and tear, or for removal or loss of furnishings or appliances.
   C. The student is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs more than normal cleaning costs incurred after vacating the assigned space.
   D. 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.
   E. No outside, third-party vendor, is allowed to perform services within the residence hall rooms, suites, and apartments, or the public living areas of The University. This includes, but is not limited to, cleaning, laundry, and moving services.
   F. No outside, third-party vendor, is allowed to perform services within the residence hall rooms, suites, and apartments, or the public living areas of The University.

8. The 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.
   B. Any student or guarantor who is not timely returned in accordance with the provisions of the contract may result in disciplinary action, including but not limited to referral to the Office of Student Conduct or termination of the student’s enrollment in The University. 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.

9. Limitation of Liability:
   A. The University cannot guarantee the safety and of 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 before, during, or subsequent to the period of the contract. The student and his/her Guarantor are encouraged to carry personal insurance to cover such losses. The student and/or Guarantor shall be responsible for any damage to the assigned space, furnishings, or personal property, which occurs in its buildings or, on its grounds before, during, or subsequent to the period of the contract. The student and his/her Guarantor are encouraged to carry personal insurance to cover such losses. The student and/or Guarantor shall be responsible for any damage to the assigned space, furnishings, or personal property, which occurs in its buildings or, on its grounds before, during, or subsequent to the period of the contract.
   B. Limitation of liability also includes any potential issues with bed bugs or mold. More information on these may be found via the following: http://www.cdc.gov/mold/ and http://www.cdc.gov/parasites/bedbugs/

10. Remedies:
   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 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. No additional persons may occupy the assigned space.
   D. The student is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs more than normal cleaning costs incurred after vacating the assigned space.
   E. Upon vacating the assigned space and turning in the assigned key, The University has full authority to remove and dispose of abandoned belongings. Abandoned belongings may result in a forfeiture of paid deposits.
   F. Other Laws, Rules, and Regulations: This contract shall be governed both as to interpretation and performance by the laws of the United States and Texas; by the rules and regulations of the Board of Regents, and by the rules and regulations of Texas Tech University.

11. Assignment/Contract:
   A. 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 any additional person or entity that is not an assigned student, including, but not limited to, roommates, family members, or friends.
   B. 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.

12. Time of Occurrence:
   A. Time is of the essence in the satisfaction of all terms of the agreement contracted in this contract.

13. Applicability of Rules and Regulations:
   A. Residence Hall Rules and Regulations, Rules and regulations appearing in the most recent edition of The University Student Housing and Hospitality Services Contract, and the Texas Tech University Student Handbook (http://www.ttu.edu/studenthandbook), and other guides and handbooks that from time to time may be promulgated by University Student Housing and Hospitality Services are made a part of this contract. In the event of a conflict between the rules and regulations appearing in The University Student Housing and Hospitality Services Contract Guide and this contract, the provisions of this contract shall govern. Student violations of these rules and regulations may result in disciplinary action, including but not limited to referral to the Office of Student Conduct or termination of the University Student Housing and Hospitality Services Contract.
   B. The rules, rules, and regulations,: This contract shall be governed both as to interpretation and performance by the laws of the United States and 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 to University Student Housing, Texas Tech University, Wiggins Complex at 3211-18th Street, Box 41141, Lubbock, Texas 79409-1414, by fax to (806) 742-2698 or by email to: housing@ttu.edu. The student or the student’s guarantor shall be mailed to or delivered at the addresses designated for the student and his/her Guarantor on this contract.

15. Entire Contract:
   A. This contract or any addenda thereto is subject to The University Student Housing and Hospitality Services Contract Guide and the contract, the provisions of this contract shall govern. Student violations of these rules and regulations may result in disciplinary action, including but not limited to referral to the Office of Student Conduct or termination of the University Student Housing and Hospitality Services Contract.
   B. The student and/or Guarantor shall be responsible for any damage to the assigned space, furnishings, or personal property, which occurs in its buildings or, on its grounds before, during, or subsequent to the period of the contract. The student and/or Guarantor shall be responsible for any damage to the assigned space, furnishings, or personal property, which occurs in its buildings or, on its grounds before, during, or subsequent to the period of the contract.

16. Severability:
   A. If any section of this contract is ruled illegal or invalid, such section shall not affect the validity or enforceability of the remainder of the provisions of this 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:
   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>Assignment / selection</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Campus Village and Carpenter Wells</td>
<td>Open August 16, 2020</td>
<td>Close August 14, 2021</td>
</tr>
<tr>
<td>Spring Semester</td>
<td>Close</td>
<td></td>
</tr>
</tbody>
</table>

   B. There will be no reduction in cost for late arrival or early departure.
   C. Current, updated contact information is the responsibility of the student.

   Student’s Name ___________________________ Student ID ___________________________
   First, Middle, Last

   Permanent Home Address: ___________________________ ___________________________
   Street     City     State     Zip
   Phone Number ___________________________ Email Address ___________________________
   By: ___________________________ ___________________________
   Director of University Student Housing  Student Signature

   Director of Hospitality Services  Parent or Legal Guardian if under 18