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 May 30, 2021 through August 7, 2021 (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 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.

D. Registered sex offenders and students convicted of any felony are not permitted to live within The University owned housing system.

E. The terms of this contract apply to the Early and Late (Full) Summer 2021 terms or if entered into after the start of the Contract Period, to the balance thereof.

F. Registered sex offenders and students convicted of any felony are not permitted to live within The University owned housing system.

G. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of The University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application.

H. Upon reasonable notice, The University reserves the right to terminate this contract for any reason, including but not limited to lack of available housing. Any termination by The University will be approved by the Director of University Student Housing or designee. Reasonable notice will normally be seventy-two (72) hours; however, The University reserves the right to require a student to vacate in less than seventy-two (72) hours if deemed appropriate by the Director of University Student Housing.

2. Payment of Fees:

A. The University agrees to provide a housing and dining plan only after the student has submitted the required application, properly signed this contract, and paid the application fee.

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 The University Student Business Services.

C. If the student is under 18 years of age, the Guarantor agrees that if the student breaches the terms of this contract and is not required 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 student agrees to pay The University a housing and dining plan fee in accordance with the terms of this contract.

E. The terms of this contract apply to the Early and Late (Full) Summer 2021 terms or if entered into after the start of the Contract Period, to the balance thereof.

F. Registered sex offenders and students convicted of any felony are not permitted to live within The University owned housing system.

G. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of The University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application.

H. Upon reasonable notice, The University reserves the right to terminate this contract for any reason, including but not limited to lack of available housing. Any termination by The University will be approved by the Director of University Student Housing or designee. Reasonable notice will normally be seventy-two (72) hours; however, The University reserves the right to require a student to vacate in less than seventy-two (72) hours if deemed appropriate by the Director of University Student Housing.

3. Rates:

A. Housing and dining plan rates are based on a per person charge. Rates will be established by The University Board of Regents. All rates are subject to change, with appropriate notice. The most recent rates are posted at housing.ttu.edu and hospitality.ttu.edu.

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 The University Student Business Services.

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.

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, between the student and the 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.

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

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

<table>
<thead>
<tr>
<th>Cancellation Reason</th>
<th>Room/Dining Plan Charges and/or Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move out of assigned space after occupied while remaining enrolled at The University or Texas Tech University Health Sciences Center</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>
<tr>
<td>Suspension/Withdrawal from The University, Texas Tech University Health Sciences Center or Residence Halls before the 20th class day</td>
<td>Student housing and dining bill will be adjusted to reflect prorated daily housing and dining plan fees based on overall semester fees. Any billed charges will be assessed as applicable.</td>
</tr>
<tr>
<td>Suspension/Withdrawal from The University, Texas Tech University Health Sciences Center or Residence Halls before the 20th class day</td>
<td>Student is not eligible for a refund of housing and dining fees for the Contract Period. Any billed charges will be assessed as applicable.</td>
</tr>
</tbody>
</table>

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

iii. Failure to occupy the assigned space by the first day of classes for each semester may result in cancellation of the room assignment and enrolled student will be responsible for the full contract period billing and all applicable dining charges.

iv. By the University: Student may be entitled to a refund by the University for housing and dining fees only under the following circumstances:

<table>
<thead>
<tr>
<th>Cancellation Reason</th>
<th>Room/Dining Plan Charges and/or Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Force Majeure Event</td>
<td>Student may be refunded a prorata 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.</td>
</tr>
<tr>
<td>Termination Due to Lack of Space</td>
<td>Housing charges will be refunded by The University within 5 business days after The University notifies Student of the termination of this Contract due to lack of space. Student shall have the option to elect to continue with the dining plan selected, change dining plans or terminate their dining plan for a refund.</td>
</tr>
</tbody>
</table>
5. Room Assignment / Selection:
   A. Assignment/selection of space is contingent upon the receipt of required application, properly signed contract, and paid application fee.
   B. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit, as well as University needs.
   C. A single room request may be revoked at any time if an overflow circumstance occurs.
   D. Students who lose a roommate or were not assigned a roommate will be required to keep the rest of the room clear for a potential roommate. Roommates may be assigned without specific notice.

6. Dining Plan:
   A. The student is required to have a valid Dining Plan during the Contract Period. The Dining Plan selected with the application for housing will be assigned for the entire Contract Period. IF NO SELECTION IS MADE, THE MATADOR DINING PLAN WILL AUTOMATICALLY BE ASSIGNED. Changes in the level of Dining Plan selected may only be made on or before June 3, 2021. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. 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 Plans 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 Fall 2021 – Spring 2022 housing and dining contract. If the student moves off campus, 70% of unused dining bucks are transferable to a commuter dining plan. Dining Bucks are accessed using the Student ID Card. Lost or stolen cards should be reported immediately to the University ID Office. Only the balance remaining in the account at the time the card is reported lost or stolen will be protected.
   C. The Dining Plan includes a Dining Operations Cost, Dining Operations Cost taxes, and spendable Dining Bucks which are subject to the appropriate sales tax (Lubbock and Texas).
   D. Students may add additional dining bucks to their dining plan at the Hospitality Services Dining Plans Office or online at hospitality.ttu.edu.

7. Student Resident Responsibilities:
   A. No additional persons may occupy the assigned space.
   B. The student shall reimburse The University for all damage to the assigned space and furnishings other than normal wear and tear, or for removal or loss of furnishings or appliances.
   C. The student is responsible for the cleanliness 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. 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, 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 lobbies of the residence halls.
   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, 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 lobbies of the residence halls.
   F. Service and/or Emotional/Companion animals will be allowed in University housing only after appropriate documentation has first been reviewed by Student Disability Services. Proper documentation has been provided to and approved by University Student Housing. Students found to have an unauthorized animal in their Residence Hall will be subject to a $100 per animal fee.
   G. 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.
   H. 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.
   I. Students found to have an unauthorized animal in their Residence Hall will be subject to a $100 per animal fee.

8. Right of Entry:
   A. Residence Hall Rules and Regulations: Rules and regulations appearing in the University Student Housing and Hospitality Services Contract Guide 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 the University Student Housing and Hospitality Services Contract Guide.
   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:
   A. 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 be found via the following: http://www.cdc.gov/mold/ and http://www.cdc.gov/parasites/bedbugs/.
   B. The student is responsible for the cleanliness 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 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. Changes in the level of Dining Plan selected may only be made on or before June 3, 2021. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. 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.
   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. 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.
   G. 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.
   H. 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.
   I. Students found to have an unauthorized animal in their Residence Hall will be subject to a $100 per animal fee.

10. Remedies:
   A. Break 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: 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. 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 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.
   D. Changes in the level of Dining Plan selected may only be made on or before June 3, 2021. The Dining Plan Change Request Form may be found at hospitality.ttu.edu. 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.
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>Early and Late (Full) Summer</td>
<td>May 30, 2021</td>
<td>August 7, 2021</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.

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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: ___________________________  Date Signed: ___________________________
Managing Director of University Student Housing  

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

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