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 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 University a housing and dining plan fee in accordance with the terms of this contract.

   C. If the student is under 18 years of age, the Guarantor further agrees that if the student for any reason fails to make such payments, the Guarantor shall make such payments to The University.

   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 Early and Late Summer 2022 terms or if entered into after the start of the Contract Period, to the balance thereof.

   F. University Housing reserves the right to reallocate applicants 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. 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.

2. Payment of Fees:
   B. The student agrees to pay The University a housing and dining plan fees and any billed charges (i.e., damage charges, lock change charges, late/improper check-out charges, etc.) at the time scheduled by The University. All housing and dining plan fees and charges are billed in a combined account with The University tuition and fees. These accounts are managed by University Student Business Services.

   C. 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).

3. Rates:
   A. A. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract. The student is required to have a valid Dining Plan during the Contract Period.

   B. The dining plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).

   C. No additional persons may occupy the assigned space.

4. Cancellation of Contract:
   A. General: Once this contract has been signed by the parties, even if it is after the cancellation date 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 4, constitutes a breach of the contract and entitles the University to 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 on or before May 29, 2022. Failure to properly cancel on or before May 29, 2022 will result in full charge of housing and dining plan fees.

   C. Cancellation of Contract during 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-rata portion of their housing and dining fee).

      ii. By University: 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.

5. Room Assignment/Selection:
   A. Assignment/selection of space is contingent upon the receipt of required application, properly signed this contract, and paid the application fee.

   B. Assignment/selection of space is contingent upon the receipt of required application, properly signed this contract, and paid the application fee.

   C. Assignments are made after housing applications are reviewed and there is a space available. The University reserves the right to reallocate applicants convicted of any felony are not permitted to live within The University owned housing system.

6. Force Majeure Event:
   A. A force majeure event is such an unusual or extraordinary event that an outcome is beyond the risk of the parties, for example, but not limited to an act of God, fire, flood, riot, war, insurrection, governmental actions, or other causes beyond the control of the parties.

7. Students Rights and 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. 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. Conducting business 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 main lobbies of the residence halls.
G. Service and/or Emotional/Comfort animals will be allowed in University housing only after appropriate documentation has first been reviewed by Student Disability Services and subsequent 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 fine per instance.
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.

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.
B. The University reserves the right to enter the assigned space to perform regular inspections.
C. 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 the assigned area for a period of time, 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 failures, 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.

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 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.
B. Failure of The University to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of The University thereafter to enforce each and every such provision.

11. Assignability of Contract:
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 another person.
B. 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. 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.

14. Addresses for Correspondence:
A. If correspondence required by this contract or otherwise related 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, 3601 18th Street, P.O. Box 41414, Lubbock, Texas 79409-114; by fax to (806) 742-2696; or by email to housing@ttu.edu.

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. Unlawful 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, and the student and/or the Guarantor have read and accepted every provision of this contract.

17. Notice Concerning Your Information:
The Family Educational Rights and Privacy 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>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early and Late (Full Summer)</td>
<td>May 29, 2022 - August 6, 2022</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, but not limited to, 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 The 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 ____________________________  Student Signature ____________________________  Date Signed ____________________________

Managing Director of University Student Housing ____________________________  Student Signature ____________________________  Date Signed ____________________________

Director of Hospitality Services ____________________________  Signature of Parent or Legal Guardian, If student is under 18 Years of Age ____________________________  Date Signed ____________________________