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 January 7, 2024 through May 8, 2024 (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. 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 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 2024 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 written request by the student, 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 plan and dining plan to the student 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 all housing room reservations for all residence halls including traditional spaces and suite/apartment/pod style spaces. 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 (Talkington, Gordon, Carpenter/Wells, Murray, Honors Hall, and West Village). Due with signed contract if selecting a suite/apartment/pod style space or when student elects to upgrade to a suite/apartment 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/pod style space as outlined in Paragraph 4.</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 University Student Business Services.

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 a 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 space and the contract is cancelled at any time before the end of the Contract Period. If a suite/apartment/pod style space is reserved, the initial deposit and any applicable charges will be refunded. If a student reserves a suite/apartment/pod style space and the contract is cancelled at any time before the end of the Contract Period, if a suite/apartment/pod style space is reserved but then the reservation is changed to a traditional space, student will forfeit the $250 additional deposit.

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.

B. The student agrees to pay The University a housing and dining plan fee in accordance with the terms of this contract.

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 a 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 space and the contract is cancelled at any time before the end of the Contract Period. If a suite/apartment/pod style space is reserved, the initial deposit and any applicable charges will be refunded. If a student reserves a suite/apartment/pod style space and the contract is cancelled at any time before the end of the Contract Period, if a suite/apartment/pod style space is reserved but then the reservation is changed to a traditional space, student will forfeit the $250 additional deposit.

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. and C. 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: All cancellation requests must be submitted to University Student Housing in writing or submitted electronically (preferred method) by the student. The contract will be subject to the appropriate sales tax (Lubbock and Texas). All off-campus residents are required to have a housing contract. All residents may select one of the traditional Double T, Mataroa, or Red & Black dining plans. Residents of the West Village Hall also have the option to select the Scarlet dining plan.

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 contract will be subject to the appropriate sales tax (Lubbock and Texas). All off-campus residents are required to have a housing contract. All residents may select one of the traditional Double T, Mataroa, or Red & Black dining plans. Residents of the West Village Hall also have the option to select the Scarlet dining plan.

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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 CANCELLATION: 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 class will forfeit the $400 Initial Deposit and $250 Additional Deposit (as applicable) and their contract will be terminated.

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Initial Deposit</th>
<th>Additional Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before January 2, 2024</td>
<td>$400 refundable</td>
<td>$0 refundable if suite/apartment/pod style space is reserved – See Section 2</td>
</tr>
<tr>
<td>After January 3, 2024</td>
<td>$0 refundable (no refunds)</td>
<td>$0 refundable if suite/apartment/pod style space is reserved – See Section 2</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.

<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 through January 2, 2024 while remaining enrolled 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>
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 located in 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, heating, ventilation, 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 natural disasters, fire, illness, infectious diseases, intentional loss, nuclear disaster, 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/.

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 of 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 terms 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:

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. Any applicable 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 Local Laws and Regulations: This contract shall be governed both as to interpretation and performance by the laws of the United States of America, 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:

- Lubbock community 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.
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 Texas Tech 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 2024</td>
<td>January 1, 2024</td>
<td>May 8, 2024</td>
</tr>
</tbody>
</table>

B. There will be no reduction in cost for late arrival or early departure.

19. Force Majeure:

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.