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”. This contract is binding for the entire contract term. The student resident and/or Guarantor (as applicable) are referred to herein as “Resident”. The resident’s guarantor is referred to herein as Resident’s “Guarantor”. This contract is binding for the entire contract term. The student resident and/or Guarantor (as applicable) are referred to herein as “Resident”. The resident’s guarantor is referred to herein as Resident’s “Guarantor”.

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.

<table>
<thead>
<tr>
<th>Term of Contract</th>
<th>Initial Deposit</th>
<th>Additional Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring only</td>
<td>$250 non-refundable</td>
<td>$250 non-refundable</td>
</tr>
<tr>
<td>Spring/Fall</td>
<td>$250 non-refundable</td>
<td>$250 non-refundable</td>
</tr>
<tr>
<td>Fall only</td>
<td>$250 non-refundable</td>
<td>$250 non-refundable</td>
</tr>
<tr>
<td>Not included</td>
<td>Not included</td>
<td>Not included</td>
</tr>
</tbody>
</table>

3. Rates:

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 contract period.

B. Room and dining plan rates are billed by Student Business Services in a combined account with tuition and fees.

C. Residents who reserve space in Talkington, Carpenter/Wells, Murray, Honors Hall and West Village Residence Hall are required to pay a $250 Additional Deposit, which is in addition to the $450 Initial Deposit and is due at the time a contract is completed. This additional deposit fee of $250 is nonrefundable if the contract is cancelled at any time before the end of the contract period. If the additional deposit of $250 is paid to another student's account space is held and the student is not assigned an additional student in the housing application.

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/or Guarantor and The University. Failure to comply with the terms herein will result in the cancellation of a room and/or dining plan assignment.

B. The student will be responsible for paying 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. Room and dining plan charges are billed by Student Business Services in a combined account with tuition and fees.

C. Residents who reserve space in Talkington, Carpenter/Wells, Murray, Honors Hall and West Village Residence Hall are required to pay a $250 Additional Deposit, which is in addition to the $450 Initial Deposit and is due at the time a contract is completed. This additional deposit fee of $250 is nonrefundable if the contract is cancelled at any time before the end of the contract period. If the additional deposit of $250 is paid to another student's account space is held and the student is not assigned an additional student in the housing application.

D. Dining Bucks can be managed (amounts added) via the University ID Office website www.depts.ttu.edu/unvid/

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

F. 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 there is interest of The University, the Guarantor, and/or the Resident's safety or well-being. In the event The University determines that any Party has failed to comply with any of the terms or conditions of this contract and/or by their behavior, The University reserves the right to terminate the contract. Any termination by The University will be approved by the Director of University Student Housing.

5. Room Assignment / Selection:

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

B. The University reserves the right to assign the room and space for the benefit of the individual student and/or living unit.

C. A single room request may be revised at any time if a potential overfill circumstance occurs.

D. Students who lose a roommate or were not assigned a room will be given the option to contract for a room as a single when space permits. Should space be available within a single room and the student resident is required to accept the assignment/selection of another roommate, the student resident is required to accept the assignment/selection of another roommate. Failure to comply with the occupancy policy will result in a charge to the student resident's account for a single room.

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 contract period. The student resident is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs incurred after vacating the assigned space.

B. Upon the 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 are defined as those items remaining in the residence hall room or suite/apartment after the official 20th day of the semester will result in a full charge of room and plan charges and fees for the semester. Resident’s residence hall room and the student resident is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs incurred after vacating the assigned space.

C. Residents who reserve space in Talkington, Carpenter/Wells, Murray, Honors Hall and West Village Residence Hall are required to pay a $250 Additional Deposit, which is in addition to the $450 Initial Deposit and is due at the time a contract is completed. This additional deposit fee of $250 is nonrefundable if the contract is cancelled at any time before the end of the contract period. If the additional deposit of $250 is paid to another student's account space is held and the student is not assigned an additional student in the housing application.

D. The student resident is responsible for the cleanliness of the assigned space during the contract period and shall reimburse The University for all cleaning costs incurred after vacating the assigned space.

E. Boarding businesses of any kind from the assigned space or public spaces is prohibited. No commercial business of any kind from the assigned space or public spaces is prohibited. No commercial business of any kind from the assigned space or public spaces is prohibited.
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 $50 fine per instance.

H. Students in Carpenter/Wells, Murray, Tallkington, 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 Official 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 and 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, 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 for a break period, to ensure that established closing procedures have been followed.

9. Limitation of Liability:
A. The University does not guarantee the safety 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 period of the contract. The student and his/her 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 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 his/her Guarantor fails to pay rent and/or other charges as required, an account of The University shall be authorized to use any of the remedies, including but not limited to, 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 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 therewith to enforce every such 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, closets, study lounges or any unassigned spaces.

12. Time of Expiration:
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 Guide and the Texas Tech University Student Handbook (http://www.depts.ttu.edu/dos/docs/1819Handbook.pdf) and other guides and handbooks that may be made by or for the 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 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 of America and the State of Texas; and 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 at University Student Housing, Texas Tech University, Wiggins Complex at 3211 18th St., Box 41414, Lubbock, Texas 79409-1114; by fax to (806) 742-2696; 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 his/her Guarantor shall be mailed to or delivered at the addresses designated for the student and for his/her Guarantor on this contract.

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 provisos, terms, conditions, or obligations other than those contained herein and The Contract Guide, 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 cancel 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 enforcability 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 request information about 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>Spring Semester</th>
<th>Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Residence Halls, Gordon Hall, Tallkington Hall and the Honors Halls</td>
<td>January 1, 2020</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Carpenter/Wells, Murray and West Village</td>
<td>January 14, 2020</td>
<td>May 15, 2020</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 ___________________________   R. ______________________
First, Middle, Last
Student ID ___________________________   Date Signed ___________________________

Permanent Home Address:
Street __________________________________________
City ___________________________   State ___________   Zip ___________

Home Phone Number ___________________________   Student Cell Phone Number ___________________________   TTU Email Address ___________________________

__________
Managing Director of University Student Housing   Student Signature ___________________________

Manager of Hospitality Services ___________________________
By ___________________________
Signature of Parent or Legal Guardian, if student is under 18 Years of Age