

TEXAS TECH UNIVERSITY
University Student Housing and Hospitality Services
Official Academic Year Contract
Fall 2018 – Spring 2019

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.
- B. The student agrees to pay The University a room 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 fall 2018-spring 2019 academic year or if entered into after the start of the contract term, 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. 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 room and dining plan only after the student has submitted the required fees, an application, and properly signed and returned this contract.

Fee	Payment Due	Amount
Application Fee	With initial housing application	\$50 non-refundable/non-applicable
Initial Deposit	With signed contract (for all halls)	\$400 applied to student account if contract term is completed
Additional Deposit	With signed contract (for assignment/selection to Talkington, Gordon, Carpenter/Wells, Murray, Honors Hall and West Village only)	\$250 non-refundable Applied to student account in if contract term is completed

- 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. 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, Gordon, Murray, Honors Hall or West Village are required to pay a \$250 Additional Deposit, which is in addition to the \$400 Initial Deposit and is due at the time a contract is offered. The Additional Deposit is nonrefundable if the contract is cancelled 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.
- B. The dining plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).
- 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. Residents of West Village hall also have the option to select the Scarlet meal plan.
- D. Billing for each semester of the academic year contract term will be apportioned as follows:

Term of Occupancy	Fall	Spring	Summer I	Summer II
Academic Year	60%	40%	Not included	Not included

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 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 11 below.

B. **Cancellation of Contract Prior to Contract Period/Occupancy:** All cancellation requests must be submitted to University Student Housing in writing by the student. Cancellations must be mailed, faxed or delivered to the address provided for The University in Paragraph 14 below. The preferred cancellation form may be found at housing.ttu.edu. Under no circumstances will verbal cancellations be accepted. Cancellations received on or before the scheduled dates will result in a credit (to the method of payment) of the Initial Deposit only as outlined below:

Credit/Refund of Initial Deposit	Fall-Spring Term
\$400	By April 1, 2018
\$300	April 2, 2016-May 1, 2018
\$200	May 2, 2016-June 1, 2018
\$100	June 2, 2016-July 1, 2018
None	After July 1, 2018

C. **Any resident who is enrolled at the University but wishes to cancel his/her on-campus housing reservation for the 2018-2019 academic year must do so before August 19, 2018. Residents who fail to cancel by August 19, 2018, will not be released from the contract and will be subject to the appropriate academic year charges. Students are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.**

D. In the event this contract is cancelled, any refund for the Initial Deposit will be credited back to the original debit/credit card used to make the payment/s. If the original debit/credit card is no longer valid, the Cardholder must notify University Student Housing prior to processing the refund in order to find an alternative method of refunding the fees. If the Cardholder fails to notify University Student Housing before the refund is processed, the Cardholder must work with the banking entity that issued the card to obtain their funds.

E. **Cancellation of Contract During Contract Period/Occupancy:**

1. By the Student: This contract is binding for the entire contract term. The student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damages and/or amount owed for over limit spending of Dining Bucks:

Cancellation Reason	Initial Deposit	Additional Deposit	Room/Dining Plan Charges and/or Refunds
Withdrawal from University before the 20 th class day	Forfeited	Forfeited	Withdrawal before the official 20 th class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees.
Withdrawal from University after 20 th class day	Fall – Forfeit Spring – Applied	Fall – Forfeit Spring – Applied	Withdrawal after the official 20 th class day of the semester will result in a full charge of the room and dining plan fees for the semester.
Move out of assigned space while remaining enrolled in The University	Applied at the end of the contract term	Applied at the end of the contract term	Room and dining plan charges and fees for entire contract period/term.
Suspension / withdrawal from University or Residence Halls before the 20 th class day	Forfeited	Forfeited	Suspension /withdrawal before the official 20 th class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees.
Suspension / withdrawal from University or Residence Halls after the 20 th class day	Fall – Forfeit Spring – Applied	Fall – Forfeit Spring – Applied	Suspension / withdrawal after the official 20 th class day of the semester will result in a full charge of room and dining plan fees for the semester. This includes the additional 10% paid in the given fall semester.
Graduation or participating in required University academic programs requiring residence outside of the Lubbock community	Applied to Account	Applied to Account	If written notification is received by December 1 and substantiated by the Office of the Registrar, the spring semester contract will be cancelled. Full charges of the room and dining plan fees for the fall semester will apply.

2. A room is considered occupied upon issuance of the key to the student. Student will be responsible for full room and dining plan after issuance of the room key unless the student withdraws from the University. Failure to occupy the assigned space by the first day of classes for each semester may result in a room reassignment with room and dining plan charges for the semester applied to the student's Student Business Services account.

5. Room Assignment / Selection:

- A. Assignment/selection 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 and/or reassign space for the benefit of the individual student and/or living unit.
- C. A single room request may be revoked at any time if a potential overflow circumstance occurs.
- D. **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 will permit. Should space be available to grant a single room and the student does not elect 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 charge to the student'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. **IF NO SELECTION IS MADE, THE MATADOR DINING PLAN WILL AUTOMATICALLY BE ASSIGNED.** Changes in 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 60% 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, 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 Bucks associated with the Dining Plan can be used at any time within the current semester. Unused Dining Bucks are non-refundable. They are transferable to the remaining period of the contract term, provided the student continues to reside in university housing. Unused Dining Bucks remaining in the account at the end of the contract term will be transferred to a future semester as long as the student continues residency in university housing. **Unused Dining Bucks remaining in the account at the end of on campus residency will be forfeited.** 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 Bucks and applicable taxes in each plan.
- D. Dining Bucks can be managed (amounts added) via the University ID Office website depts.ttu.edu/unvid/.

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. 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 a forfeiture of paid deposits.
- 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, and 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 \$50 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 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:

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. The University reserves the right to perform random room inspections. 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:

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 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 room and dining plan fees, additional fees, or 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 maintained by The University.
- 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:

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. Residence Hall Rules and Regulations: Rules and regulations appearing in the most recent edition of The University *Student Housing and Hospitality Services Contract Guide* <http://housing.ttu.edu/contractguide.php>, the *Texas Tech University Student Handbook* http://www.depts.ttu.edu/dos/docs/Student_Handbook_2015-2016.pdf, 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 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. 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 Street, Box 41141, Lubbock, Texas 79409-1141; 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 to 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 provisions, 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 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 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:

Assignment / selection	Fall Semester		Spring Semester	
	Open	Close	Open	Close
Traditional Residence Halls, Gordon Hall, Talkington Hall and the Honors Hall	August 19, 2018	December 13, 2018	January 13, 2019	May 15, 2019
Carpenter/Wells, Coleman, Murray and West Village	August 19, 2018			May 15, 2019

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

- B. 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

By _____
 Director of University Student Housing Student Signature

By _____
 Director of Hospitality Services Parent or Legal Guardian Signature if under 18 Years of Age