1. Parties and Agreements:
   This agreement is between Texas Tech University, hereinafter referred to as “The University,” and the student resident’s parents, guardian, or other guarantor herein referred to as “Guarantor.”

2. Room Assignment / Selection:
   The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract.

3. 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 2019-spring 2020 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.

4. Cancellation of Contract:
   A. The University agrees to furnish a room and dining plan only after the student has submitted the required fees, an application, and properly signed and returned this contract.
   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, Gordon, Carpenter/Wells, Murray, Honoros 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 non-refundable if the contract is canceled at any time before the end of the contract period.
   D. A single room request may be revoked at any time if a potential overflow circumstance occurs.

5. Transfer of Payment:
   A. 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.
   B. The student agrees to pay The University a room and dining plan fee in accordance with the terms of this contract.
   C. Residents of West Village are required to pay $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 non-refundable if the contract is canceled at any time before the end of the contract period.

6. Terms of Occupancy:
   A. Academic Year
   60% of the total
   B. Spring Term
   40% of the total
   C. Summer I
   Not included
   D. Summer II
   Not included

7. Cancellation of Contract:
   A. General: On or before 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 the Official Academic Year Contract: All cancellation requests must be submitted to the 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 result in a refund to the method of payment (if the Initial Deposit only as outlined below:

   - Credit/Refund of Initial Deposit
     - Fall Term: By April 1, 2019
     - Spring Term: By April 1, 2019
   - Initial Deposit
     - Fall Term: $500
     - Spring Term: $500
   - Additional Deposit
     - Fall Term: After July 1, 2019
     - Spring Term: After July 1, 2019
   - Room/Dining Plan Charges
     - Fall Term: After July 1, 2019
     - Spring Term: After July 1, 2019

8. Notice of Residency:
   A. Any resident who enrolled at the University or Texas Tech Health Sciences Center but wishes to cancel his/her on-campus housing reservation for the 2019-2020 academic year and will be enrolled in actual or TTU online classes must do so before August 17, 2019. Residents who fail to cancel by August 17, 2019, will not be relieved of this contract and will be subject to the appropriate academic year charges. Students are encouraged to exercise Residence Hall Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.

9. Suspension/Withdrawal:
   A. If the student withdraws from University, Texas Tech Health Sciences Center or Residence Halls before the 20th day of the semester, the student is required to optimize by accepting the assignment/selection to Talkington, Gordon, Carpenter/Wells, Murray, Honoros Hall or West Village and is 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 non-refundable if the contract is canceled at any time before the end of the contract period.

10. Room Assignment / Selection:
    A. The student agrees to pay The University a room and dining plan fee 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 2019-spring 2020 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.

11. Termination of Contract:
    A. 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 designees. 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.
    B. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
    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 will also have the option to select the Selectable meal plan.
    D. Billing for each semester of the academic year term will be apportioned as follows:

12. Academic Year:
    A. Academic Year
    60% of the total
    B. Spring Term
    40% of the total
    C. Summer I
    Not included
    D. Summer II
    Not included

13. Cancellation of Contract:
    A. General: On or before 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 the Official Academic Year Contract: All cancellation requests must be submitted to the 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 result in a refund to the method of payment (if the Initial Deposit only as outlined below:

14. Financial Aid:
    A. Academic Year
    60% of the total
    B. Spring Term
    40% of the total
    C. Summer I
    Not included
    D. Summer II
    Not included

15. Room Assignment / Selection:
    A. Assignment/selection of space is contingent upon the receipt of required fees and the 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. Students who are not enrolled for classes by August 9, 2019, may lose their reservation and all associated deposits. The University must be contacted, in writing, to advise if there are regulations issues to avoid cancellation.
    D. A single room request may be revoked at any time if a potential overflow circumstance occurs.
    E. 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 permits. 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 for 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. Sole occupants of a triple room will be required to keep the room the full year clear for a potential roommate. Roommates may be assigned without specific notice.

16. Dining Bucks Plans:
    A. Dining Bucks Plan:
    B. Dining Bucks Plan:
    C. 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 to discontinue services, or otherwise modify the Dining Plan, with as much 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 term as long as the student continues residency in university housing. Unused Dining Bucks remaining in the account at the end of the contract term 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.

C. The Dining Plan includes 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 http://dining.ttu.edu/.

5. Student Resident Responsibilities:

A. No additional persons or animals 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 more than 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 dispose of abandoned belongings. Abandoned belongings may result in a forfeiture of paid deposits.

E. Conducting the 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 approved by and provided to 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 is safe as 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 Student Housing Student and Housing 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.

6. The 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.

7. 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 occur in its buildings or, on its grounds prior to, during, or subsequent to the period of the contract. The student and/or Guarantor are encouraged to carry appropriate insurance (including students’ insurance) to cover personal injury or property damage that may occur in University buildings. 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. The University is not responsible for unauthorized, illegal, or intentional loss, theft, break-in, natural or other disaster, nuclear, health, or war. Limitation of liability also includes any potential issues with bad 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/.

8. Remedies:

A. Breach of any of the duties established by this contract authorizes the use of any remedy available in law or equity. Accordingly, 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.

9. 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 assign the student’s space to a spouse, partner, or other person or entity with the prior written consent of The University. 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.

10. Time of Essence:

Time is of the essence in the satisfaction of all terms of the agreement contracted in this contract.

11. Applicability of Rules and Regulations:

A. Residency 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/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.

B. The University reserves the right to update or edit these rules and regulations in a manner that is consistent with the spirit of this contract. Updates will be made available to students through the University ID Office website and the University Student Housing and Hospitality Services Contract Guide.

12. 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; or delivered at the addresses designated for the student and his/her Guarantor on this contract.

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 his/her Guarantor on this contract.

13. 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 oral 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.

14. 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.

15. 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 receive 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.

16. Period of Occupancy:

A. The student may occupy the assigned space during the dates listed below:

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<thead>
<tr>
<th>Assignment / selection</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
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<tbody>
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<td>Open</td>
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Traditional Residence Halls, Gordon Hall, Callahan Hall, Murray, and the Honors Hall

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<th>Assignment / selection</th>
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Carpenter/Wells and West Village

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Carperer/Wells and West Village

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

B. On-campus residence is the responsibility of the student.

Student 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