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:

2. Payment of Fees:
   - The student agrees to pay The University a housing and dining plan fee in accordance with the terms of this contract.

3. Rates:
   - 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 housing.ttuh.edu and hospitality.ttuh.edu.

4. Cancellation of Contract:
   - A. General: 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.

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

6. Dining Plan:
   - A. 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 (May 28, 2023 through August 5, 2023) unless otherwise indicated in the Contract. 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.

7. Student Resident Responsibilities:
   - A. No additional persons may occupy the assigned space.
   - B. The student shall remain with The University for 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 the expiration of the Contract Period.
Senior Managing Director of University Student Housing

By

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2.

Student

Assignability of Contract:

Right of the student and/or the Guarantor to terminate the agreement and vacate the assigned space 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 cancellation 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, 3211 18th Street, P.O. Box 41141, Lubbock, Texas 79409-114; by fax to (806) 742-2696; or by email to housing@ttu.edu.

11. Assignability of Contract:

The Contract is personal and may not be assigned or otherwise transferred, nor may the student’s space be sublet or otherwise place in the occupancy, control or care of another person or entity.

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. 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, 3211 18th Street, P.O. Box 41141, Lubbock, Texas 79409-114; by fax to (806) 742-2696; or by email to housing@ttu.edu.

14. Addresses for Correspondence:

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.

15. Entire Contract. No Modifications:

As except 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 Texas Tech University Student Housing and Hospitality Services Contract Guide and the Texas Tech University Student Handbook, and this contract shall supersede all prior communications, representations, or agreements, either oral or written, existing between the parties hereto. The student does not have authority to waive, alter, or enliven this contract without the express written permission of the University.

16. Severability:

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>Early and Late (Full Summer)</td>
<td>May 28, 2023</td>
<td>August 5, 2023</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, without limitation, 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 its 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 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

First

Middle

Last

Student ID

Student Permanent Home Address, City, State, Zip

Student Home and Cell Phone Numbers

Student TTU email address

Senior Managing Director of University Student Housing

Student Signature

Date Signed

Senior Managing Director of Hospitality Services

Signature of Parent or Legal Guardian, if student is under 18 Years of Age

Date Signed