3. Rates:
A. General: Once this contract has been signed by the parties, the University will provide a room and dining plan to the student in accordance with the terms of this contract.
B. The student agrees to the terms and conditions of the contract and is responsible for payment of all charges associated with the 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.
D. 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 a separate lease agreement.

4. Cancellation of Contract:
A. General: 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 the Guarantor. The student and Guarantor are responsible for payment of all charges associated with the contract.
B. 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 be best served by not entering into this contract.

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 student agrees to 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 fees are prorated daily upon contract cancellation.
C. 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, the student may elect to occupy a private room or to contract for an additional roommate.
D. Billing for each semester of the academic year contract term will be apportioned as follows:

   - **Spring Only**: 50% of the Initial Deposit and 50% of the Additional Deposit
   - **Fall Only**: 100% of the Initial Deposit
   - **Winter Plan**: 50% of the Initial Deposit and 50% of the Additional Deposit
   - **Summer Plan**: 100% of the Initial Deposit
   - **Summer Plan Only**: 100% of the Initial Deposit

   Additional Deposit: With initial housing application
   - **Additional Deposit**: $250 Additional Deposit
   - **To be paid in**: On January 1, 2018
   - **Due Date**: January 31, 2018

   Full amount of Initial Deposit and Additional Deposit is non-refundable if contract is cancelled at any time before the end of the contract period.

6. Cancellation of Contract during Contract Period/Occupancy:
A. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
B. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
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.
D. The University has the authority to remove and/or dispose of abandoned belongings. 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.
E. 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 be best served by not entering into this contract.

7. Student Resident Responsibilities:
A. 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 facilities.
C. The student shall be 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. 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.
E. Conducting business of any kind from the assigned space or public spaces is prohibited.
F. No candles, no smoking, no open flames.
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 and provided to University Student Housing.

8. 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.
B. All rates are subject to change, with appropriate notice.
C. All on-campus residents are required to have a meal plan. All residents may select one of the following Dineplan options:

   - **Flex Plan**: $140 Additional Deposit
   - **Premium Plan**: $200 Additional Deposit
   - **Premier Plan**: $250 Additional Deposit

   Additional Deposit: With initial housing application
   - **Additional Deposit**: $250 Additional Deposit
   - **To be paid in**: On January 1, 2018
   - **Due Date**: January 31, 2018

   Full amount of Initial Deposit and Additional Deposit is non-refundable if contract is cancelled at any time before the end of the contract period.

9. 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, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
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.
D. The University has the authority to remove and/or dispose of abandoned belongings. 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.
E. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.

10. Cancellation of Contract during Contract Period/Occupancy:
A. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
B. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
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.
D. The University has the authority to remove and/or dispose of abandoned belongings. 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.

11. Cancellation of Contract during Contract Period/Occupancy:
A. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
B. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
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.
D. The University has the authority to remove and/or dispose of abandoned belongings. 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.

12. Cancellation of Contract during Contract Period/Occupancy:
A. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
B. The University reserves the right, at any time, to require a student to vacate the assigned space in the event of a violation of the terms and conditions of the contract.
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.
D. The University has the authority to remove and/or dispose of abandoned belongings. 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.
H. Students in Carpenter/Wells, Murray, Tallbacking, and West Village that have a valid License to Carry (LTC) may store their authorized weapon within their room so long as the weapon is secured in a locked cabinet or other manner as specified by the student and the University. 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, storage cabinets.

10. Remedies:
A. Breach of any of the duties established by this contract authorizes the University to take such such as 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, storage cabinets.

11. Assignment 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, storage cabinets.

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://www.cdc.gov/mold/ and http://www.cdc.gov/parasites/bedbugs/ are made a part of this contract. The rules and regulations appearing in the most recent edition of The University Student Housing and Hospitality Services Contract Guide and this contract, the provisions of this contract shall prevail. The student is responsible for knowing and adhering to all rules, regulations, and policies that from time to time may be promulgated by University Student Housing and Hospitality Services. 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. 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, Wiggles Complex at 3231 11th Street, Box 41141, Lubbock, Texas 79449-1141; or by fax to (806) 742-2668 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 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.

16. Severability:
A. If any section of this contract is ruled illegal or invalid, such rulings shall not affect the validity or enforceability of the remainder of the provisions of this 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.

17. Notice Concerning Your Information:
The University Student Housing, 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:

<table>
<thead>
<tr>
<th>Assignment / selection</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Residence Halls, Gordon Hall</td>
<td>January 14, 2018</td>
</tr>
<tr>
<td>Tallbacking Hall and the Honors Hall</td>
<td>May 16, 2018</td>
</tr>
</tbody>
</table>

Carpeter/Wells, Coleman, Murray and West Wells | January 14, 2018 |

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 Name: ___________________________  R: ___________________________  Student ID: ___________________________  Date Signed: ___________________________

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

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

By ___________________________  Managing Director of University Student Housing  Student Signature: ___________________________

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