

TEXAS TECH UNIVERSITY
University Student Housing and Hospitality Services
Official Academic Year Contract
Fall 2012 – Spring 2013

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 room and board to the student in accordance with the terms of this contract.
- B. The student agrees to pay The University a room and board 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. The University shall not enter into its contract with the student unless the Guarantor agrees to guarantee payment as stated in Paragraph 1.C.
- D. The terms of this contract apply to the fall 2012-spring 2013 academic year or if entered into after the start of the contract term, to the balance thereof.
- E. Registered sex offenders and students convicted of any felony are not permitted to live in University-owned housing, which includes University Residence Halls

2. Payment of Fees:

- A. The University agrees to provide a space and provide board 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
Advance Payment	With signed contract	\$400
Apartment Reservation Fee	With signed contract (for assignment/selection to Boston Avenue Hall, Carpenter/Wells and Murray Halls only)	\$250

- B. The student agrees to pay the room and board fees and any additional billed charges (i.e., damage, late check out, etc.) at the time scheduled by The University. Room and board charges are billed by Student Business Services in a combined account with tuition and fees. Payments must be received by Student Business Services on the established due dates. Payments received after the scheduled due date are considered to be late and are subject to a late payment charge. If the student does not pay the room and board fee and any additional fees (if applicable) by the established due date, The University may terminate this contract; cancel the student's enrollment in The University; withhold the student's registration, transcript of grades, diploma, and other academic records from the student, from his/her representatives, and from other persons or institutions, and may use any other remedies of law or in equity. The University may utilize any or all such remedies. Expenses incurred in collection of the total amounts due under this contract; including collection fees, attorney fees, and other costs, including court costs, will be the responsibility of the student.

3. Rates:

- A. Room and board 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 board portion of the contract will be subject to the appropriate sales tax (Texas and Lubbock).
- C. Billing for each semester of the 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, 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. of this 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 best be served by terminating this contract and/or declining to accept the Residence Hall Application.
- C. 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 15 below. Under no circumstances will verbal cancellations or email cancellations be accepted. Cancellations received on or before the scheduled dates will result in a credit or refund of the advance payment as outlined below:

Credit/Refund of Advance Payment	Fall-Spring Term	Spring Only Contract Term
\$400	By April 1, 2012	By November 1, 2012
\$300	April 2, 2012-May 1, 2012	
\$200	May 2, 2012-June 1, 2012	November 2, 2012-December 1, 2012
\$100	June 2, 2012-July 1, 2012	December 2, 2012-January 1, 2013
None	After July 1, 2012	After January 1, 2013

- D. Any student failing to cancel by the above dates who enrolls at The University will be subject to the provisions for Cancellation of Contract during Contract Period/Occupancy listed below.

E. Cancellation of Contract During Contract Period/Occupancy:

1. By the Student: This contract is binding for the entire contract term or any remaining portion if the contract is completed after fall semester opening. The student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damage to the premises:

Cancellation Reason	Advance Payment	Apartment Reservation Fee	Room/Board Charges
Withdrawal from University	Forfeited	Forfeited	Daily room and board rate through official withdrawal date or check out date, whichever is later. Proper checkout with hall office required.
Suspended from University or Residence Halls	Forfeited	Forfeited	Daily rate through official notice date or move out date, whichever is later. Proper checkout with hall office required.
Move out of assigned space while enrolled in The University	Applied to Account	Applied to Account	Room and board charges for entire contract period/term.
Graduation / participating in required University academic programs requiring residence outside of the Lubbock community	Applied to Account	Applied to Account	Daily rate through official notice date or move out date, whichever is later. Written notification in the housing office and proper checkout with hall office required. If notification is received by December 1 and substantiated by the Registrar.

2. By The University: 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.
3. A room is considered occupied upon issuance of the key to the student. Failure to occupy the assigned space by the first day of classes for each semester may result in cancellation of the room assignment / selection, forfeiture of the \$400 advance payment and the \$250 apartment/suite reservation fee; and room and board charges for the semester.

5. 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
Residence Hall	August 19, 2012	December 13, 2012	January 13, 2013	May 16, 2013
Apartment/Suite	August 19, 2012	Continuous		May 16, 2013

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

- C. It is the student's responsibility to keep current contact information updated by contacting their given hall office.

6. Room Assignment / selection:

- A. Assignment/selection of space is contingent upon the receipt of required fees and return of a properly signed contract.
- B. Assignment/selection to Learning Communities or Freshmen Interest Groups (FIGS) require students to meet specific criteria based upon admission to and/or participation in corresponding academic and co-curricular programs that must be verified prior to assignment / selection. Withdrawal from the program may result in automatic reassignment/selection from University Student Housing.
- C. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
- 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

consolidate by accepting the assignment/selection to another room or assignment/selection of another roommate. Failure to comply with the consolidation policy will result in a charge to the student for a single room.

7. Dining Bucks Plan:

- A. The student is required to have a valid Dining Bucks Plan during the period of occupancy. The Dining Bucks Plan selected with the application for housing will be assigned for the entire contract period. **IF NO SELECTION IS MADE, THE MATADOR DINING BUCKS PLAN WILL AUTOMATICALLY BE ASSIGNED.** Changes in the level of Dining Bucks Plan selected may be made at any time each semester.
- B. Dining Bucks Plans include a user fee plus the established amount of Dining Bucks for each level (Red and Black, Matador, and Double T). The actual amount of Dining Bucks provided with each plan level will be determined at the time room and board rates are established by the Board of Regents. Dining Bucks will be allocated at specified amounts for each semester as determined by Hospitality Services.
- C. Dining Bucks may be used at anytime within the current semester. Unused Dining Bucks remaining in the account at the end of the fall semester are non-refundable. They are transferable to the remaining period of the contract term, provided the student continues to reside in university operated housing. Unused Dining Bucks remaining in the account at the end of the contract term are non-refundable and will be transferred to a future semester as long as the student continues residency in university operated housing. **Unused Dining Bucks remaining in the account at the end of on campus occupancy will be forfeited.**
- D. In the event of cancellation of the contract due to withdrawal or suspension, Dining Bucks will be pro-rated for the period of occupancy and a credit issued for board charges based on an average daily rate. To obtain information on the pro-rated amounts, the student should contact University Student Housing for assistance. Unused balances (after pro-rated) of Dining Bucks are forfeited at the time this contract is terminated.
- E. Dining Bucks Plans are valid at cash/a-la-carte operations located in residence hall facilities, "all-you-care-to-eat" residence dining halls, and any other locations operated by Hospitality Services. The University reserves the right, if it is deemed necessary for maintenance, efficiency, or other purposes to modify serving hours or close a dining facility, with as much advance notice as is reasonably possible.
- F. Dining Bucks Plans 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.

8. Student Resident Responsibilities:

- A. No additional persons may occupy the assigned space.
- B. The furniture and appliances provided by The University will not be removed from the assigned space or be stored.
- C. The students are responsible for the condition of the assigned space and all furnishings and appliances that are located in the assigned space. The student shall reimburse The University for all damage to the assigned space and furnishings other than normal wear and tear, or for loss of furnishings or appliances.
- D. 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.
- E. Conducting business of any kind from the assigned space or public spaces is prohibited.

9. 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 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. Limitation of Liability:

Although reasonable precautions are taken to maintain adequate security, 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. Refunds are not made for unused Dining Bucks; or mechanical, heating, air conditioning, plumbing, or electrical malfunctions, Natural Disasters, Illness or for any other reason.

11. 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 board 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.

12. Assignability of Contract:

- A. 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.
- B. 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 hallways, bathrooms, lobbies, kitchens, or any unassigned spaces.

13. Time of Essence:

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

14. Incorporation 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 Book* and other handbooks that from time to time may be promulgated by University Student Housing 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 Book* and this contract, the provisions of this contract shall govern.
- 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.

15. 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, Box 41141, Lubbock, Texas 79409-1141.
- 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.

16. Entire Contract. No Modifications:

This contract embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Neither party has any authority to waive, alter, or enlarge this contract.

17. 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 student and the Guarantor have read and accepted every provision of this contract.
- C. In witness whereof the parties have executed this contract.

18. 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.

Student's Name _____
First, Middle, Last Student ID Date Signed

Permanent Home Address: _____
Street City State Zip

Home phone Number Student Cell Phone Number Email Address



By _____
Director of University Student Housing

Student Signature

By _____

Director of Hospitality Services

Signature of Parent, Guardian, or other Guarantor,
if student is under eighteen years of age