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 its covenant 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 directed to Student Business Services in a combined account with tuition and fees.

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.

5. Cancellation of Contract During Contract Period/Occupancy:
A. General. If the student decides to terminate the contract, the student must provide appropriate notice.

B. After January 1, 2015

C. Forfeited

D. 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.

6. Room Assignment
A. Assignment

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 may be revoked at any time upon notice in writing and may be reallocated to another student.

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 resigning 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 or the abovecharge to the student.
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 and non-transferable. During the remaining period of the contract term, unused Dining Bucks remaining in the account at the end of 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: www.depts.ttu.edu/idm/

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. Conducting business of any kind from the assigned space or public spaces is prohibited.
   E. 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 lobby of the residence halls.

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 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.

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 in the case of the student’s non-payment of student fees, including but not limited to the non-payment of the student’s transcript of grades, diploma, or other records and documents maintained by The University.
   B. 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 this contract.
   C. The student and his/her Guarantor are required to pay all fees, charges, or costs related to the student’s resident responsibilities in 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 space, during the time any of the provisions of this contract are ruled illegal or invalid.

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. 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 that goes into effect prior to or from time to time may be promulgated by University Student Housing are 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.

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; or by fax to (915) 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:
   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 oral or written, between the parties hereto. Neither party has any authority to waive, alter, or enrage this contract.

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 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.
   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:

<table>
<thead>
<tr>
<th>Assignment / selection</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>Close</td>
<td>Open</td>
</tr>
<tr>
<td>Carpenter/Wells, Murray and the new West Campus Residence Halls</td>
<td>August 17, 2014</td>
<td>May 13, 2015</td>
</tr>
</tbody>
</table>

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’s Name: ____________________________
   R: ____________________________
   Permanent Home Address: ________________________________________________________________

   Street: ____________________________
   City: ____________________________
   State: ____________________________
   Zip: ____________________________

   Home phone Number: ____________________________
   Student Cell Phone Number: ____________________________
   TTU Email Address: ____________________________

   By ____________________________
   Director of University Student Housing

   By ____________________________
   Assistant Vice President and Interim Managing Director, Hospitality

Parent or Legal Guardian if under 18

In witness whereof the parties have executed this contract.