

**TEXAS TECH UNIVERSITY**  
**University Student Housing and Hospitality Services**  
**Official Contract**  
**Spring 2015**

**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 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 spring 2014 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.
- H. 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.

**2. 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.

Fee	Payment Due	Amount
Application Fee	With initial housing application	\$50 non-refundable
Advance Payment	With signed contract	\$400 applied to student account in late spring
Apartment Reservation Fee	With signed contract (for assignment to Carpenter/Wells, Talkington, West Village and Murray Halls only)	\$250 non-refundable. Applied to student account in late spring.

- B. The student agrees to pay the room and dining fees and any additional billed charges (i.e., damage, late check-out, etc.) at the time scheduled by The University. Room and dining 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 dining 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.
- C. Residents who reserve space in Talkington, Carpenter/ Wells, Gordon, Murray or the new West Village Residence Hall are required to pay a \$250 Apartment/Suite Reservation fee, which is in addition to the \$400 Advance Payment and is due at the time a contract is completed. This reservation fee is nonrefundable if the contract is cancelled at any time before the end of the contract period.

**3. Rates:**

- A. Room and dining plan 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 dining portion of the contract will be subject to the appropriate sales tax (Texas and Lubbock).
- 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 the new West Village hall also have the option to select one of two new options, the Scarlet or the Masked Rider meal plan.
- D. Billing for each semester of the contract term will be apportioned as follows:

Term of Occupancy	Fall	Spring	Summer I	Summer II
Spring Only	Not included	50%	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	Spring Only Contract Term
\$400	By November 1, 2014
\$200	November 2, 2014-December 1, 2014
\$100	December 2, 2014-January 1, 2015
None	After January 1, 2015

- D. **Any resident who is enrolled at The University but wishes to cancel his/her on-campus housing reservation for the spring 2015 semester only must do so before January 11, 2015. Residents who fail to cancel by January 11, 2015, will not be released from the contract and will be subject to appropriate semester charges. Students are encouraged to review the Residency Requirement as explained in Texas Tech University OP 30.25 before signing an off-campus lease.**
- E. In the event this contract is cancelled, any refund for the Advanced Payment Fee will be credited back to the original debit/credit card used to make the payment/s. If the original debit/credit card is no longer valid, the Cardholder must notify University Student Housing prior to processing the refund in order to find an alternative method of refunding the fees. If the Cardholder fails to notify University Student Housing before the refund is processed, the Cardholder must work with the banking entity that issued the card to obtain their funds.
- F. **Cancellation of Contract During Contract Period/Occupancy:**

- By the Student: This contract is binding for the entire contract term or any remaining portion if the contract is completed after spring semester opening. The student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damages and/or amount owed for over limit spending of Dining Bucks:

Cancellation Reason	Advance Payment	Apartment Reservation Fee	Room/Dining Charges
Withdrawal from University	Forfeited	Forfeited.	Withdrawal before the official 20 <sup>th</sup> class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees. Withdrawal after the official 20 <sup>th</sup> class day of the semester will result in a full charge of the room and dining plan fees for the semester.
Move out of assigned space while remaining enrolled in The University	Forfeited	Forfeited	Room and dining plan charges and fees for entire contract period/term.
Suspension from University or Residence Halls	Forfeited	Forfeited	Suspension before the official 20 <sup>th</sup> class day of the semester will result in prorated daily room and dining plan fees based on the overall semester fees. Suspension after the official 20 <sup>th</sup> class day of the semester will result in a full charge of room and dining plan fees for the semester.

- 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.
- 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, forfeiture of the \$400 advance payment and the \$250 apartment/suite reservation fee; and room and dining charges for the semester.

#### 5. Period of Occupancy:

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

Assignment	Spring Semester	
	Open	Close
Residence Hall	January 11, 2015	May 13, 2015
Apartment/Suite	January 11, 2015	May 13, 2015

- There will be no reduction in cost for late arrival or early departure.
- It is the student's responsibility to keep current contact information updated by contacting their given hall office.

#### 6. Room Assignment:

- Assignment of space is contingent upon the receipt of required fees and return of a properly signed contract.
- Assignment 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. Withdrawal from the program may result in automatic reassignment from University Student Housing.
- The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
- 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 optimize by accepting the assignment to another room or assignment of another roommate. Failure to comply with the optimization policy will result in a charge to the student for a single room.**

#### 7. Dining Bucks Plan:

- 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 through the 20<sup>th</sup> semester class day. The Dining Plan Change Request Form may be found at: [www.housing.ttu.edu](http://www.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, 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.
- 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 semester as long as the student continues residency in university housing. **Unused Dining Bucks remaining in the account at the end of on 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.
- Dining Bucks can be managed (amounts added) via the University ID Office website [www.depts.ttu.edu/unvid/](http://www.depts.ttu.edu/unvid/).

#### 8. Student Resident Responsibilities:

- No additional persons may occupy the assigned space.
- The furniture and appliances provided by The University will not be removed from the assigned space or be stored.
- 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.
- 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.
- Conducting business of any kind from the assigned space or public spaces is prohibited.
- No outside, third party vendor, is allowed to perform services within the residence hall rooms, suites or 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.

#### 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:

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.

#### 11. Remedies:

