TEXAS TECH UNIVERSITY APARTMENT/SUITE CONTRACT

This contract is for the **SUMMER 1. 2015 TERM** or the remainder thereof.

(May 31, 2015 - July 4, 2015)

| Student's Name | | | | |
|--|---------------------------|---------------|---|-------------|
| First, Middle, Last | University ID | | | Date Signed |
| Permanent Home Address: | | | | |
| Street | City | State | Zip | |
| Home phone Number | Student Cell Phone Number | | Email Address | |
| Seas P. Duggs | | | | |
| By | | | | |
| Director of University Student Housing | | Student Signa | ture | |
| Sid. 12 1 | | | | |
| By | | | | |
| Director of Hospitality Services | | | arent, Guardian, or other Guander eighteen years of age | arantor, |

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 sti pulations set out herein, guarantor, herein agree as follows:

- The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract.

 The student agrees to pay The University a room and dining plan fee in accordance with the terms of this contract.

 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. C.
- 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
- F The terms of this contract apply to the summer I session or if entered into after the start of the contract term, to the balance thereof.

- Registered sex offenders and students convicted of any felony are not permitted to live within the University owned housing s ystem.

 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 a coept the Residence Hall Application.

 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. Н

2. Payment of Fees:

The University agrees to provide a space and provide dining plan only after the student has submitted the required fees, an application, and properly signed and returned this contract

| ſ | Fee | Payment Due | Amount |
|---|-----------------|----------------------------------|--------|
| ľ | Application Fee | With initial housing application | \$50 |

В. 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.

3. Rates:

- 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.

 The dining plan 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 | Summer I | Summer II |
|-------------------|--------------|----------|--------------|
| Summer I Only | Not included | Included | Not Included |

4. . Cancellation of Contract:

- 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 c ontract.

 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.
- Any student failing to cancel by June 1, 2015 who enrolls at The University will be subject to the provisions for Cancellation of Contract during C.
- Contract Period/Occupancy listed below.
 Cancellation of Contract During Contract Period/Occupancy: D.
 - By the Student: This contract is binding for the entire contract term. 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 | Room/Dining plan Charges |
|---|--|
| Withdrawal from University | Daily room and dining plan rate through official withdrawal date or check out date, whichever is later. Proper |
| | checkout with hall office required. |
| Suspended from University or Residence Halls | 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 | Room and dining plan charges for entire contract period/term. |

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 the semester may result in cancellation of the room assignment, and room and dining plan charges for the semester.

5. Period of Occupan

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

| Assignment | Summer I Semester | |
|-----------------|-------------------|--------------|
| | Open | Close |
| Apartment/Suite | May 31, 2015 | July 4, 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.

 The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.

- The student is required to have a valid Dining Plan during the period of occupancy. The Dining Plan selected with the applic ation 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 at any time each semester. The Dining Plan Change Request Form may be found at: 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 semes ter. 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. Un used 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.
- The Dining Plan includes a Dining Operations Cost, Dining Bucks and applicable taxes in each plan. Dining Bucks can be managed (amounts added) via the University ID Office website www.depts.ttu.ee

8. Student Resident Responsibilities:

- No additional persons may occupy the assigned space.

 The student shall reimburse The University for all damage to the assigned space and fumishings other than normal wear and te ar, or for removal or loss of В. fumishings 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. C.
- 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, laundy, 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 in spection, 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

initation of Liability.

The University cannot guarantee the safety of and does not assume any legal obligation to pay for injury to persons (includin g death) or loss or damage to items of personal property, which occurs in its buildings or, on its grounds prior to, during, or sub sequent 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. Limitation of liability also includes any potential issues with Bed Bugs or Mold. More information on these may found via the following. http://housing.ttu.edu/docs/MoldInformation.pdf and http://housing.ttu.edu/docs/BedBucs.pdf

10. Remedies:

- 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 withholding of the student's transcript of grades, diploma, or other records and documents maintained by The University.

 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.

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.

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

13. Incorporation of Rules and Regulations:

- 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 http://housing.ttu.edu/contract-guide.php 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 and this contract, the provisions of this contract shall govern.

 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:

- 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 18 fth Street, Box 41141, Lubbock, Texas 79409-1141; by fax to (806) 742-2696 or by email to: housing@ttu.edu.

 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 verbal or written, between the parties hereto. Neither party has any authority to waive, alter, or enlarge this contract.

- 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
- The Director of University Student Housing, the Director of Hospitality Services, the student and/or the Guarantor have read and accepted every provision
- In witness whereof the parties have executed this contract.

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.