

- A. 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 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.
- B. 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.
- 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/unvid/.

8. 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 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:

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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. 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/BedBugs.pdf>

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 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.

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* <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.
- 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; by fax to (806) 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 verbal or written, between the parties hereto. Neither party has any authority to waive, alter, or enlarge 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 the 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.