

TEXAS TECH UNIVERSITY
University Student Housing and Hospitality Services
Official Academic Year Contract
Fall 2013 – Spring 2014

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 fall 2013-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
Apartment Reservation Fee	With signed contract (for assignment/selection to Talkington Hall, Gordon Hall, Carpenter/Wells and Murray Halls only)	\$250 non-refundable. Applied to student account in late spring
Advance Payment	With signed contract	\$400 applied to student contract in late spring

- B. 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.
- C. Residents who reserve space in Talkington, Carpenter/ Wells, Gordon or Murray Halls 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 plan portion of the contract will be subject to the appropriate sales tax (Lubbock and Texas).
- 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 below.

- B. **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. The preferred cancellation form may be found via: www.housing.ttu.edu. Under no circumstances will verbal cancellations be accepted. Cancellations received on or before the scheduled dates will result in a credit (to the method of payment) the Advance Payment as outlined below:

Credit/Refund of Advance Payment	Fall-Spring Term	Spring Only Contract Term
\$400	By April 1, 2013	By November 1, 2013
\$300	April 2, 2013-May 1, 2013	November 2, 2013-December 1, 2013
\$200	May 2, 2013-June 1, 2013	December 2, 2013-January 1, 2014
\$100	June 2, 2013-July 1, 2013	
None	After July 1, 2013	After January 1, 2014

- C. **Any resident who is enrolled at the University but wishes to cancel his/her on-campus housing reservation for the 2013-2014 academic year must do so before August 18, 2013. Residents who fail to cancel by August 18, 2013, will not be released from the contract and will be subject to the appropriate academic year charges.**

- D. 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.

- E. **Cancellation of Contract During Contract Period/Occupancy:**

- 1. 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 damages and/or amount owed for over limit spending of Dining Bucks:

Cancellation Reason	Advance Payment Fee	Apartment Reservation Fee	Room/Dining Plan Charges and/or Refunds
Withdrawal from University	Forfeited	Forfeited.	Withdrawal before the given Academic Semester's 20 th class day will result in a proration of daily room and dining plan fees based on the overall semester room and board fees. Withdrawal after the stated 20 th class date will result in a complete forfeiture of all semester payments and fees.
Move out of assigned space while remaining enrolled in The University	Forfeited	Forfeited	Room and dining plan charges for entire contract period/term
Suspension from University or Residence Halls	Forfeited	Forfeited	Suspension before the Academic Semester 20 th class day will result in a proration of daily room and dining plan fees based on the overall semester room and board fees. Withdrawal after the stated 20 th class date will result in a complete forfeiture of all semester payments and fees.
Graduation or participating in required University academic programs requiring residence outside of the Lubbock community	Applied to Account	Applied to Account	If written notification is received by December 1 and substantiated by the Registrar. The spring semester portion will be voided.

- 2. 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 room reassignment with room and board charges for the semester.

5. Room Assignment / selection:

- A. Assignment/selection of space is contingent upon the receipt of required fees and return of a properly signed contract.
- B. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit.
- C. **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/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's account for a single room.**

6. Dining Bucks Plan:

- 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. Dining Bucks can be managed (amounts added) via the University ID Office website www.depts.ttu.edu/unvid/.

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 lobbies 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 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.

18. 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
Traditional Residence Halls, Gordon and Talkington	August 18, 2013	December 12, 2013	January 12, 2014	May 14, 2014
Carpenter/Wells and Murray	August 18, 2013			May 14, 2014

- 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 _____

First, Middle, Last

Student ID

Date Signed

Permanent Home Address: _____

Street

City

State

Zip

Home phone Number

Student Cell Phone Number

TTU 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