TERMS AND CONDITIONS OF THE RESIDENCE LICENSE AGREEMENT
FOR THE FULL 2019-20 ACADEMIC YEAR

This Residence License Agreement (Agreement) is for the full academic year. The “academic year” commences on the move-in date provided by written notice from BU Housing, prior to the first day of classes for undergraduate programs for the fall semester (“Semester I”), except for those living in approved year-round housing, which begins on the move-in date provided by BU Housing for the summer one semester and ends, for nongraduating students, at noon on the day after final exams for the spring semester (“Semester II”). For graduating students the Agreement terminates at 10 a.m. on the day after Commencement. The Agreement excludes University vacation periods. The term of the Agreement along with residence and dining plan rates may differ for graduate students.

A dining plan is mandatory for all residents assigned to dormitory-style residences. Residents assigned to apartment-style residences may elect to be on an optional dining plan.

All on-campus residents are required to have a Convenience Points Plan account. Convenience Points Plan accounts with a starting balance of $20 are opened for entering students who are on-campus residents.

Boston University will establish and announce the residence and dining plan rate schedule each academic year.

Licensees (residents) and guarantors must pay 50 percent of the residence and dining plan rates prior to Semester I and the other 50 percent prior to Semester II. Licensees (residents) of year-round housing must pay 50 percent of the residence and dining plan rates for summer housing prior to the University registrar and have settled their account as determined by the University Registrar and have settled their account as determined by Student Accounting Services. Both registration and settlement of accounts must be completed in accordance with established policies and procedures. Students shall be eligible for residence privileges if they are full-time registered students as determined by the University and is eligible for credits in accordance with the schedule in "Credits of Residence and Dining Plan Rates Upon Withdrawal or Termination."

Year-round housing:

4. Written notice of cancellation is received by BU Housing before 5 p.m. on Friday, May 17, 2019, for fall and spring housing. All notices of cancellation must be in writing. A summer housing cancellation form may be filed in person at BU Housing, 25 Buick Street, Boston, MA 02215, or written notice mailed by certified, registered, or express mail, with a return receipt request; or

5. The licensee takes a leave of absence or withdraws officially from the University and is eligible for credits in accordance with the schedule in "Credits of Residence and Dining Plan Rates Upon Withdrawal or Termination."

ELIGIBILITY

The University’s residence facilities are primarily intended for occupancy by its registered students. Students shall be eligible for residence privileges if they are full-time registered students as determined by the University. Written notice of cancellation must be in writing. A summer housing cancellation form may be filed in person at BU Housing, 25 Buick Street, Boston, MA 02215, or written notice mailed by certified, registered, or express mail, with a return receipt request; or

3. The licensee takes a leave of absence or withdraws officially from the University and is eligible for credits in accordance with the schedule in "Credits of Residence and Dining Plan Rates Upon Withdrawal or Termination."

If one of the above conditions applies, a resident must also complete the housing checkout procedures detailed here:

1. Complete all checkout procedures with a residence staff member.
2. The resident’s belongings must be removed from the residence facility.
3. The residence accommodation must be left in clean and habitable condition.
4. The resident should complete a mail forwarding/change-of-address card.
5. The keys must be returned, in person, by the resident to the residence office.

Failure to complete these checkout procedures may result in additional charges being assessed to the resident. The end of the academic year checkout procedures are the same as above.

DINING PROGRAM/BOSTON UNIVERSITY TERRIER CARDS

Each resident will be issued a Boston University Terrier Card (Terrier Card). Each resident with a dining plan must present this Terrier Card at the dining location in order to be served. The Terrier Card is used for residence access on campus. The Terrier Card must be carried at all times and may not be used by anyone other than the resident named on the card; it remains the property of the University and must be surrendered to the University upon demand. Alteration or use of the card for any unauthorized purpose will result in confiscation, financial penalty, and/or disciplinary action.

If the Terrier Card is lost, damaged, or stolen, the student should report this in person, by telephone, or in writing to Boston University, Terrier Card Office, 775 Commonwealth Avenue, lower level, Boston, MA 02215, 617-353-9966, Monday–Friday, 9 a.m.–5 p.m.; or via the Terrier Card Center on the Student Link. If the student reports loss or theft of the card within two (2) business days, the student will be liable for $50, or for the amount of the unauthorized use before the student notifies the Terrier Card Office (or the appropriate Dining Services Office on Saturdays, Sundays, or holidays) within two (2) business days of the loss or theft of the card, his/her maximum liability increases to $500 or the amount of the unauthorized use, whichever is less. A lost, damaged, or stolen Terrier Card can be replaced at the Terrier Card Office for a fee followed by a fee of $50.
of $40. Multiple replacements may result in additional fees up to $50 in each instance.

The University will not provide dining service during official University vacation periods. There is no refund given for unused meals.

**RESIDENCE ASSIGNMENTS**

Residence assignments and other pertinent housing information for the fall semester generally will be available on the My Housing Portal at [www.bu.edu/myhousing](http://www.bu.edu/myhousing) by early August, provided complete housing materials are received by June 1. Students submitting housing materials after June 1, will be notified as time permits. For the spring semester, this information generally will be available on the Housing Portal one week before spring semester classes begin.

Assignments are made after all the Residence License Agreements and housing guarantee payments are received by BU Housing. An attempt will be made, on a space-available basis, to accommodate an applicant's interests. Students may be assigned to temporary accommodations at the beginning of the fall semester as a result of over-subscription of regular accommodations in the residential system. Specific assignments are not guaranteed and a resident may be reassigned to an accommodation other than an interest indicated. Interest in a specific residence, residence type, or residence rate does not guarantee placement in such.

The residence rate that the licensee and guarantor must pay shall be higher if a licensee is assigned to a residence accommodation other than the standard, minimum-rate double, triple, or quad residence accommodation.

**FRESHMAN STUDENTS**

All freshmen are required to live on campus, as are all students who received University-funded scholarships equal to or greater than tuition. Freshmen may request an exception to the freshman-year residency requirement if they reside locally with a parent (whose principal place of domicile is within a 20-mile radius of Boston University’s Charles River Campus and has been for at least 12 consecutive months immediately preceding registration as an entering freshman), child, or spouse; or if they are 21 years of age or older by October 1 of their entering year. To request an exception, send a letter, accompanied by a written statement of parental consent, to:

Boston University Housing
25 Buick Street
Boston, MA 02215

The University Housing Committee must give written approval for a freshman or full-tuition merit scholar to be released from the requirement to live on campus and occupy a residence other than one in University housing.

Students (including full-tuition merit scholarship recipients) who are under 16 years of age as of October 1 of their entering year are not eligible to live on campus, and thus not required to meet freshman-year residency requirements.

Note: "Principal place of domicile" means a person’s true, fixed, and permanent home and place of habitation, to the exclusion of all others. It is the place where the person intends to remain permanently. "Parent" means a person's father or mother. In the case of legally separated or divorced parents, "parent" means either a parent with legal custody or a parent providing more than one-half of a student’s total financial support.

**CONTINUING STUDENTS**

Details of room selection procedures will be announced throughout the residential system during the spring semester. Students with unsettled accounts for the current or prior academic years will not be guaranteed a residence accommodation for the upcoming year. Students who have questions about room selection should contact personnel in the BU Housing Assignments Area.

**ROOMMATE INFORMATION**

The University may provide a resident's full name, Boston University e-mail address, and permanent home address to all assigned roommates, unless the resident has restricted the disclosure of Directory Information.

**REASSIGNMENT OR TERMINATION OF RESIDENCE PRIVILEGES**

The University may reassign a resident to a different accommodation, to a temporary accommodation, or increase or decrease the number of residents assigned to any residence accommodation if the University, in its sole discretion, deems such reassignment necessary or advisable. Reassignment may occur as a sanction for a resident's failure to comply with any rule/regulation, in the interests of health or safety, or for the more prudent use of resources or efficient administration of the residential system.

In situations where a resident or his/her guest causes damage or injury or imminent threat of damage or injury to life, health, safety, or property in or about a residence facility, the University may immediately terminate this Agreement and expel the resident from the residential system or take any other steps it deems necessary.

The University may terminate this Agreement and require a resident to vacate the residential system by giving ten (10) days written notice to vacate for any of the following reasons:

1. If the resident is or becomes ineligible to be a resident.
2. If the resident fails, for any reason, to comply with any provision of this Agreement, or any rule/regulation established at any time by the University.
3. If the University, in its sole discretion, deems such termination necessary or advisable.

In the event that this Agreement is terminated, the University shall have the unconditional right to take complete possession of the residence accommodation, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies. In the event that this Agreement is terminated by the University and if the licensee completes the housing checkout procedures detailed in “Term/Cancellation,” the licensee is eligible for credits in accordance with the schedule in "Credits of Residence and Dining Plan Rates Upon Withdrawal or Termination." Failure to comply with a notice to vacate may result in liability for all residence and dining plan rates hereunder and beyond a resident's last day of attendance and/or in civil or criminal trespass charges being filed against the resident.

**RULES/REGULATIONS**

Residents must comply with the terms and conditions in this document and abide by all the policies, procedures, rules, regulations, and codes established by the University. These terms and conditions include, but are not limited to, all academic, nonacademic, residential, and conduct policies set forth in the Code of Student Responsibilities, the Boston University Lifebook available at [www.bu.edu/dos/policies/lifebook](http://www.bu.edu/dos/policies/lifebook), the Terms and Conditions of the Convenience Points Plan Agreement, the official BU Housing website, and the Boston University Undergraduate Bulletin. Boston University's alcohol and drug policies are detailed in the Boston University Lifebook. The resident agrees to be responsible for reading and knowing all such materials and revisions, and abiding by their contents.

Residents must abide by all the directives, rules, and regulations which may be promulgated and established by the University, in the interests of health, safety, the proper conduct of residents, and the orderly and efficient operation and administration of the residential system. Residents must attend all residence, house, floor, and individual meetings as they are convened by the University throughout the academic year. The resident is responsible for knowing and abiding by any materials and information discussed and/or distributed at any such meetings.

**CONDUCT**

Residents must respect the rights of other residents of the facility. All residence facilities will be reasonably quiet at all times, and specific quiet hours will be in effect as established by the University. Residents shall not make or permit their guests to make any disturbing noise or other nuisance in or about the interior or exterior of the residence facility that will interfere with the rights or well-being of others.

Residents are prohibited from engaging in conduct in or about any residence facility which poses a threat to the health or safety of persons or property, which interferes with the rights or well-being of others, or which violates any provision of this Agreement, or any rule/regulation of the University or any applicable law.
Residents shall be responsible for the conduct of their guests (guests shall in all instances include family, friends, or relatives), who must also respect and comply with all rules/regulations while in or about the residence facility. Any breach by any such guests shall be deemed to be a breach by the resident.

Residents are prohibited from activating, without reasonable cause, fire-alarm systems, thereby producing false alarms, or damaging any fire-safety equipment or discharging or tampering with fire-safety equipment without a fire or the reasonable threat of a fire being present.

The following are prohibited: animals and pets of any kind (except for trained guide dogs for the blind or deaf, with the prior permission of BU Housing or assistance animals with the prior permission of Disability Services), heating and food preparation appliances (other than University rental program MicroFridge units and hot-air popcorn poppers), refrigerators whose capacity is in excess of four (4) cubic feet, cinder blocks, waterbeds, gasoline-powered vehicles, electric blankets, air conditioners, torchère-style halogen lamps, and ultraviolet tanning lamps; except that in apartment-style accommodations, refrigerators and food preparation appliances, as deemed appropriate by BU Housing, shall be permitted.

GUESTS
The privilege of having guests in the residence facility or in the residence assigned to a resident is subject to all University policies. Boston University’s guest policy is detailed in the Boston University Lifebook available at www.bu.edu/dos/policies/lifebook. Residents who wish to invite guests are required to obtain prior approval from the University. Residents are expected to know and to comply with all procedures and restrictions applicable to their residence facility. Residents who fail to comply with the rules/regulations, or whose guests impinge upon the rights or well-being of others, shall be subject to loss of guest privileges and to other disciplinary sanctions. Guests whose actions are or whose presence in the residence facility is in violation of the rules/regulations of the University will be considered trespassers.

Please note that absolutely no overnight guests will be allowed during the first week of the academic year and during study and final examination periods.

SMOKING
Smoking is prohibited in University student residences.

DISCIPLINARY ACTION
Residents are expected to abide by all rules/regulations established by the University and by applicable law. Residents who fail, for any reason, to comply with any provision of this Agreement, or any rule/regulation established at any time by the University, will be subject to disciplinary action. The University will use reasonable efforts to enforce such rules/regulations, but in no event, provided it has acted in good faith, shall it be liable to a resident or guest for any failure to enforce such rules/regulations.

Disciplinary action may result in a range of sanctions including, but not limited to: revocation of guest privileges, reassignment to another accommodation, termination of this Agreement, expulsion from the residential system, refusal to accept future Agreement applications, or dismissal from the University.

The University may also pursue legal remedies against students, where appropriate, by means of civil action and/or criminal prosecution.

LOSS OR DAMAGE
The University’s insurance program is limited to coverage of University-owned property. Every resident is encouraged to obtain/carry adequate personal property insurance and health insurance. Subject to the provisions of applicable law, the University shall not be liable directly or indirectly for personal injury, loss, and/or damage to personal property of a resident, guarantor, legal guardian, or guest caused by fire, theft, or any other cause, whether such personal injury, loss, or damage occurs in a residence facility or elsewhere on or off the University campus. The resident and guarantor expressly authorize the University to receive and sign for all personal property and goods delivered to the student’s residence accommodation or facility.

As licensees, residents shall indemnify and hold the University harmless from all loss, damage, or liability to any person arising from any nuisance made or suffered in or around the residence accommodation or facility by the resident or guest, or from any carelessness, negligence, or improper conduct of such resident or guest.

RESIDENCE AND FACILITY CONDITION/CARE OF PREMISES
Each resident is responsible for the care of University property in the residence accommodation and, as determined by the University, in the common areas of the residence facility. No resident may paint, put nails or screws in, make holes in, or otherwise alter or damage the residence accommodation or any other part of the residence facility, without on each occasion obtaining prior written consent from the appropriate University administrator. The cost of any repair or cleaning or damage to the residence facility will result in appropriate charges to the resident(s) responsible for violating this policy. Residents are prohibited from removing any furnishings from their accommodations.

Each resident is required to verify and electronically sign a Room Condition Report via the Housing Portal at www.bu.edu/myhousing upon checking into the residence accommodation. In instances when the resident fails to sign this form, BU Housing will assume an initial level of “good condition” for the furnishings and equipment. Each resident may be responsible for a prorated assessment in the event of damage or loss to the accommodation or to common areas of the residence facility if the damage or loss is reasonably determined by the University to have been caused by carelessness, negligence, or improper conduct by residents or their guests but cannot be attributed to specific individuals.

Each resident shall be responsible for keeping the residence accommodation, including all the furnishings and equipment, clean and safe, and for maintaining the cleanliness and order of public areas and lobbies. Residents are prohibited from placing any garbage or trash or other receptacles, vehicles, bicycles, or other articles in the halls or other common areas or passageways of the residence facility. The University reserves the right, at the expense of the licensee and/or guarantor, to remove personal property stored or placed in common areas in violation of this Agreement. Such property shall be deemed to have been abandoned and shall not be returned to a claimant without satisfactory proof of ownership and payment of all expenses of removal and storage.

Residents with bunked or lofted beds provided by the University may request guard rails or ask for assistance in adjusting the height of the bunked or lofted beds by asking any member of the Residence Life staff. BU Housing provides guard rails on many of the University’s bunked and lofted beds and Residents should not remove them. Residents who remove those guard rails do so at their own risk. The University does not endorse the use of self-constructed loft beds in campus residences. In the event of use, students and/or parents do so at their own risk.

Residents may not remove windows or screens or throw objects from windows, fire escapes, doors, or other exterior parts of the residence facility. Residents may post or hang signs, posters, banners, and the like on the walls of, or in or about, the residence facility only as permitted by University policy.

Residents are prohibited from removing, changing, installing, or replacing any locks in a residence accommodation or facility. It is prohibited to duplicate keys to any University residence accommodation or facility.

RESIDENCE INSPECTION
The University reserves the right for its designees to enter and inspect a residence accommodation in the interests of the health, safety, and proper conduct of the residents, or the orderly and efficient administration and operation of the residential system, or to maintain or repair the premises. Entry may be made at any time, whether or not the resident is present, and without prior notice to the resident, if emergency, health, or safety circumstances warrant such entry or if there are reasonable grounds to believe that any substance, material, or item is being kept or used on the premises in any manner prohibited by law, by this Agreement, or by the rules/regulations of the University. Any such substances or items may be removed by the University’s representatives without prior notice. Any necessary cost of such removal shall be the responsibility of the licensee who introduced the prohibited substance or item. Entry may also be made without prior notice, during normal hours, for the purpose of conducting nonemergency inspections and repairs or for the purpose of showing the premises.
UNIVERSITY VACATION PERIODS
Residence facilities and dining facilities will be closed between Semester I and Semester II/Intersession. Upon application, and depending on space availability, certain residents (including graduate students in programs with a different vacation schedule) may, at the discretion of the Director of Housing, be granted permission to remain in residence during this vacation period. In that event they may be responsible for additional charges and/or subject to temporary reassignment. Apartment-style and year-round residence facilities generally remain open during this official University vacation period.

SOLICITATION
Solicitation, sale, or promotion of any goods or services by any person or company is prohibited within residence facilities except as approved in writing by the Director of Housing.

ADDITIONAL REMEDIES
In addition to all other rights and remedies contained in this Agreement or applicable law, the University may withhold official transcripts, degrees, and diplomas from the student until financial obligations of the licensee or guarantor under this Agreement have been settled. It has been and remains the policy of the University that no student shall receive a diploma, degree, or any other official recognition of work completed until all amounts due for occupancy of University owned or operated residence facilities and for dining plan or points entitlement have been paid in full.

WAIVER
The waiver of or breach of any condition of this Agreement shall not be considered to be a waiver of any other condition. If any condition of this Agreement should be held invalid, the remainder of this Agreement shall be valid and enforceable.

CREDITS OF RESIDENCE AND DINING PLAN RATES UPON WITHDRAWAL OR TERMINATION
Residence rates (excepting housing guarantee payments) are credited according to the following schedule to students who take a leave of absence or withdraw officially or unofficially from the University and complete the housing checkout procedures in “Term/Cancellation” within 48 hours of the effective date of their University withdrawal. Dining plan rates are refunded on a weekly basis. Students who fail to do so shall remain liable for all residence and dining plan rates hereunder beyond their last day of attendance. Residence rates (except housing guarantee payments) are credited according to the following schedule to students whose Residence License Agreement is terminated by the University and who complete the housing checkout procedures in “Term/Cancellation” by the date given to vacate. Exceptions to this credit schedule may only be granted by the University’s Housing Committee, at the committee’s sole discretion. Dining plan rates are refunded on a weekly basis. All requests for exception to this schedule must be submitted in writing to the University’s Housing Committee.

Summer Session I – Year-Round Housing Only

<table>
<thead>
<tr>
<th>Date of withdrawal</th>
<th>Credit (percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to first day of classes (before May 21, 2019*)</td>
<td>100%</td>
</tr>
<tr>
<td>May 21–May 26, 2019</td>
<td>80%</td>
</tr>
<tr>
<td>May 27–June 2, 2019</td>
<td>40%</td>
</tr>
<tr>
<td>After June 2, 2019*</td>
<td>0%</td>
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</tbody>
</table>

Summer Session 2 – Year-Round Housing Only

<table>
<thead>
<tr>
<th>Date of withdrawal</th>
<th>Credit (percent)</th>
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</thead>
<tbody>
<tr>
<td>Prior to first day of classes (before July 1, 2019*)</td>
<td>100%</td>
</tr>
<tr>
<td>July 1–July 7, 2019</td>
<td>80%</td>
</tr>
<tr>
<td>July 8–July 14, 2019</td>
<td>40%</td>
</tr>
<tr>
<td>After July 14, 2019*</td>
<td>0%</td>
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</table>

SEMINAR I (FALL)

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<thead>
<tr>
<th>Date of withdrawal</th>
<th>Credit (percent)</th>
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</thead>
<tbody>
<tr>
<td>Prior to first day of classes (before September 3, 2019*)</td>
<td>100%</td>
</tr>
<tr>
<td>September 3–September 12, 2019</td>
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</tr>
<tr>
<td>September 13–September 19, 2019</td>
<td>60%</td>
</tr>
<tr>
<td>September 20–September 26, 2019</td>
<td>40%</td>
</tr>
<tr>
<td>September 27–October 3, 2019*</td>
<td>20%</td>
</tr>
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<td>As of October 4, 2019</td>
<td>0%</td>
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</table>

SEMINER II (SPRING)

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<thead>
<tr>
<th>Date of withdrawal</th>
<th>Credit (percent)</th>
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</thead>
<tbody>
<tr>
<td>Prior to first day of classes (before January 21, 2020*)</td>
<td>100%</td>
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<tr>
<td>January 21–January 30, 2020</td>
<td>80%</td>
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<tr>
<td>January 31–February 6, 2020</td>
<td>60%</td>
</tr>
<tr>
<td>February 7–February 13, 2020</td>
<td>40%</td>
</tr>
<tr>
<td>February 14–February 20, 2020*</td>
<td>20%</td>
</tr>
<tr>
<td>As of February 21, 2020</td>
<td>0%</td>
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</tbody>
</table>

*May 27, July 4, September 2, October 14, 2019; January 20; and February 17, 2020 are observed holidays. Administrative offices will be closed.

The above dates may change if the official academic calendar is changed.

HOUSING GUARANTEE PAYMENTS

Continuing and Transfer Students

The $600 housing guarantee payment is rebated to continuing and transfer students who give written notice of cancellation as provided in “Term/Cancellation” as follows:

<table>
<thead>
<tr>
<th>Cancellation received or postmarked:</th>
<th>Rebate Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>No later than July 1, 2019</td>
<td>$300</td>
</tr>
<tr>
<td>After July 1, 2019</td>
<td>No rebate of housing guarantee payment</td>
</tr>
</tbody>
</table>

Students whose housing guarantee payments were initially deferred and who cancel will be assessed the appropriate charge based on the date of cancellation.

An equal opportunity, affirmative action institution
TERMS AND CONDITIONS OF THE CONVENIENCE POINTS PLAN AGREEMENT

For valuable consideration exchanged herein, Boston University (University) and student agree as follows:

This Convenience Points Plan Agreement will remain in effect as long as the student is an officially registered student at Boston University. Convenience Points balances will be carried over from the end of one academic year to the beginning of the summer and from the end of the summer to the beginning of the next academic year.

CANCELLATION CREDITS. Convenience Points Plans for students whose student status at the University is terminated for any reason will be cancelled and a Convenience Points balance of $5 or greater will be rebated in full. Continuing students have the option to request a rebate at the end of the academic year or at the end of the summer if their unused Convenience Points balance is $5 or greater. Rebate requests should be made in person or in writing to Boston University, Terrier Card Office, 775 Commonwealth Avenue, lower level, Boston, MA 02215. If a Convenience Points rebate results in a credit balance on the student's University account, then the student may submit a request for a refund, in writing, to Student Accounting Services, 881 Commonwealth Avenue, lower level, Boston, MA 02215.

USING CONVENIENCE POINTS. Convenience Points can be used in all on-campus dining locations, for pizza delivery, at City Convenience stores, Barnes & Noble at Boston University, Agganis Arena concessions, athletic concessions at the Case Center, most vending machines on campus, and laundry machines in the larger residences. The University reserves the right to add, change, or delete Convenience Points locations at any time.

BUYING ADDITIONAL CONVENIENCE POINTS. Convenience Points can be purchased in increments of $25 at the Terrier Card Office. Points can be paid for by check. During the academic year, points may be charged to the student's account and billed at a later date. Points purchased as a charge to the student's account will be limited to $1,500 per semester during the academic year. This includes initial and additional points purchased. To pay by cash, the student should go to Student Accounting Services, 881 Commonwealth Avenue, lower level, and then bring the receipt to the Terrier Card Office. During the academic year, additional Convenience Points can also be purchased through the Student Link, www.bu.edu/studentlink, as a charge to the student's account and billed at a later date.

RESIDENCE ACCESS. Access and guest sign-in privileges for Convenience Points Plan participants who live in on-campus residences are determined by established University residence access policies. Students living off campus who have a Convenience Points Plan only are not allowed access to on-campus residences at any time unless they are signed in as a guest. Convenience Points Plan participants living off campus do not have guest sign-in privileges at any residence on campus.

TERRIER CARD. The University will provide the student with an appropriately encoded Terrier Card which the student must present at the Convenience Points entitlement location for service. The Terrier Card must be carried at all times and may not be used by anyone other than the student named on the card; it remains the property of Boston University and must be surrendered to the University upon demand. Alteration or use of the card for any unauthorized purpose will result in confiscation, financial penalty, and/or disciplinary action. If the Terrier Card is lost, damaged, or stolen, the student should report this in person, through the Terrier Card Center via the Student Link, www.bu.edu/studentlink, or by telephone, or in writing to Boston University, Terrier Card Office, 775 Commonwealth Avenue, lower level, Boston, MA 02215, 617-353-9966, Monday–Friday, 9 a.m.–5 p.m.; or in person to The Union Court Dining Services Office, 775 Commonwealth Avenue, Saturdays, Sundays, and holidays, noon–5 p.m. (During the summer the student should report to the summer residence dining room office.) If the student reports loss or theft of the card within 2 business days, the student will be liable for $50, or for the amount of the unauthorized use before the student notifies the Terrier Card Office or the appropriate Dining Services Office on Saturdays, Sundays, or holidays, whichever is less. If the student fails to notify the Terrier Card Office (or the appropriate Dining Services Office on Saturdays, Sundays, or holidays) within 2 business days of the loss or theft of the card, his/her maximum liability increases to $500 or the amount of the unauthorized use, whichever is less. A lost, damaged, or stolen Terrier Card can be replaced at the Terrier Card Office for a fee of $40. Multiple replacements may result in additional fees up to $50 in each instance.

IN CASE OF ERRORS OR QUESTIONS ABOUT CONVENIENCE POINTS. The student may request details of his/her Convenience Points Plan account at the Terrier Card Office during the business hours noted above. The student should contact the Terrier Card Office in writing at the address noted above, or by telephone at 617-353-9966, as soon as possible, if the student thinks there is an error or needs information about the Convenience Points Plan. The student must contact the Terrier Card Office no later than 60 days after the problem or error appeared, and (1) provide name and BU ID number, (2) describe the error or question, and explain as clearly as possible why the student believes there is an error or why more information is needed, and (3) specify the dollar amount of the suspected error. If the student contacts the Terrier Card Office orally, the Terrier Card Office may require the student to send the complaint or question in writing.

UNIVERSITY’S POLICIES AND PROCEDURES. During official vacation and closedown periods, locations accepting use of the Convenience Points Plan may be closed, or operation and use of the Convenience Points Plan may be limited. The University does not provide dining service during the official vacation and closedown periods. Food and related articles may not be taken from a residence dining room, except as permitted by the University Dining Services. Violations will result in disciplinary action. The University reserves the right to inspect knapsacks and the like in order to prevent loss. The University shall not be liable for any loss or damage related to the Convenience Points Plan caused directly or indirectly by any act of God, law or public policy, act or omission of suppliers or carriers, strike, fire, flood, explosion, or other circumstances beyond the University's reasonable control. The University may terminate this Agreement (1) if the student fails to be registered at the University or fails to complete payment/settlement of his/her account in accordance with the University's policies and procedures at any time during the term of this Agreement, or (2) if the student fails to comply with the provisions of this Agreement or with any relevant policy or procedure of the University, or any applicable law.

CHANGE IN TERMS. The University reserves the right to change the Terms and Conditions of the Convenience Points Plan Agreement upon notice to student.

GOVERNING LAWS. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.