



Boston University Housing

Terms and Conditions of the Summer 2009 Residence License Agreement

Keep this document for your records and reference

This document defines the terms and conditions of the Residence License Agreement (Agreement) for a licensee (resident) in the University residential system. The Summer 2009 housing rates listed below are for residence and dining, on a Residence License Agreement basis, for 6-week and 12-week summer sessions.

Type of accommodation

<i>Dormitory-style residences</i> (dining plan required, see options below)	<u>6-week</u>	<u>12-week</u>
Double- or triple-occupancy room	\$ 1,080	\$ 2,160
Single-occupancy room	\$ 1,424	\$ 2,848
 <i>Apartment-style residences</i> (dining plan participation is optional)		
...with multiple-occupancy bedrooms—		
Studio (one-room) apartment for 2 students	\$ 1,360	\$ 2,720
One-bedroom apartment for 2 students—two persons per bedroom	\$ 1,360	\$ 2,720
Two-bedroom apartment for 4 students—two persons per bedroom	\$ 1,360	\$ 2,720
...with single-occupancy bedrooms (there are a limited number of single-occupancy units)—		
Studio (one-room) apartment for 1 student only	\$ 1,636	\$ 3,272
One-bedroom apartment for 1 student only	\$ 1,636	\$ 3,272
Two-bedroom apartment for 2 students—one person per bedroom	\$ 1,636	\$ 3,272

Summer dining plans

Dining plan options

10 Plus—any 10 meals*, Monday through Sunday	\$ 630	\$ 1,260
14 Plus—any 14 meals*, Monday through Sunday	\$ 817	\$ 1,634
19 Plus—all 19 meals*, Monday through Sunday	\$ 975	\$ 1,950

*Convenience Points*** may be purchased in addition to dining plans in initial amounts of \$100, \$200, \$300, or in any other increment of \$25.

* Meals may be used for all-you-care-to-eat breakfast, lunch, brunch, or dinner meals at the summer residence dining room.

** Convenience Points may be used like cash to buy additional meals served at the summer residence dining room, or to dine at any of the on-campus retail dining locations open during the summer on an à la carte basis, or at Campus and City Convenience stores, Barnes & Noble at Boston University, Agganis Arena concessions, most vending machines on campus, and laundry machines in the larger residences.

All residence and dining plan rates are assessed on a per person basis. Rates for programs that do not follow this schedule will be determined by BU Housing. Residence and dining plan rates are subject to change; additions or changes will be posted on the official BU Housing website under "Residence and Dining Plan Rates" when they become available.

A dining plan is mandatory for all residents assigned to dormitory-style residences. With the dining plan, a Convenience Points account will also be opened for these residents, enabling them to purchase Convenience Points if they choose to do so.

Residents assigned to apartment-style residences may elect to be on an optional dining plan or Convenience Points Plan.

Licensees and guarantors must settle their student account, in full, by the first day of each summer session. The assigned residence accommodation and dining plan are exclusively for the use of the licensee. The University reserves the right to increase its residence and dining plan rates, including the right to assess increases in energy costs. If assessed, increases shall be applied in the form of a pro rata adjustment. Boston University shall not be responsible for any delay or nondelivery of utilities or other services to residence facilities that are beyond the University's control.

Boston University, at its sole discretion, reserves the right to assign and reassign students in the residential system or to revoke and terminate any Agreement at any time for any reason set forth or referred to in this document. In the event that any such reassignment occurs to a residence accommodation with a residence rate higher or lower than the rate for the accommodation initially assigned, a supplemental charge or credit will be made for the pro rata portion of the difference.

TERM/CANCELLATION

The licensee and guarantor will be held responsible for all residence and dining plan rates for the duration of the summer program for which a licensee and/or guarantor signed a Residence License Agreement, except under the following conditions:

1. Written notice of cancellation is received by BU Housing before 5 p.m. on May 15, 2009 for Summer Session 1 or both Summer Sessions 1 and 2, and before 5 p.m. on June 26, 2009 for Summer Session 2. In the case of special summer programs, written notice of cancellation must be received or postmarked before 5 p.m. on the business day prior to the start date of housing for the program noted on the Summer 2009 Residence License Agreement. 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
2. 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 student must also complete the housing checkout procedures detailed here:

1. A Checkout Room Condition Report form must be completed and signed by the resident and by a residence staff member, and the completed form returned to the residence office.
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 summer checkout procedures are the same as above, with the exception of completing a Checkout Room Condition Report form.

ELIGIBILITY

The University's residence facilities are primarily intended for occupancy by its registered students, matriculating Boston University students, or students in an officially recognized Boston University special summer program. Students shall be eligible for residence privileges if they are registered students as determined by the University Registrar and have settled their accounts 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 ineligible for residence privileges if they are withdrawn officially or unofficially, suspended, or expelled from the University.

To be eligible for on-campus housing during the summer term, visiting students must have graduated from high school and reached the age of 16 or be at least 18 years old by the first day of class of the summer session enrolled.

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 also 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 in person at the summer residence dining room office Saturdays, Sundays, and holidays, noon–5 p.m. 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 summer residence dining room office on Saturdays, Sundays, or holidays), whichever is less. If the student fails to notify the Terrier Card Office (or the summer residence dining room 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 of \$30. Multiple replacements may result in additional fees up to \$50 in each instance.

Licensees assigned to dormitory-style residences who do not choose a dining plan will be assigned to the 14 Plus with no Convenience Points. Optional Dining Plan and Convenience Points Plan Agreements for residents assigned to apartment-style residences will be available with the beginning of summer housing. Dining plan change requests for Summer Session 1 or both Summer Sessions 1 & 2 will be accepted through Friday, May 22, 2009. Change requests for Summer Session 2 will be accepted through Friday, July 10, 2009. In the case of special summer programs, change requests will be accepted through the end of the day on the first Friday following the start date of the program. To change dining plans, students must bring their Terrier Card to the Terrier Card Office and complete a dining plan change form. Changes will become effective on the first Monday following the submission of the change request. The summer dining week begins on Monday. There may be costs associated with dining plan changes.

During the summer, on Saturdays, Sundays, and University holidays, residence dining service will be for brunch and dinner only. There is no refund given for unused meals.

RESIDENCE ASSIGNMENTS

Summer residence assignments are made as Summer 2009 Residence License Agreements, Assignment Interests Forms (if applicable), 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. 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 the resident and guarantor must pay shall be higher if a licensee is assigned to a more expensive residence accommodation than any of the interests indicated by the applicant. Residences are not air conditioned, and air conditioners of any kind are prohibited in the residences.

Room change requests will not be granted during the summer housing period because of the brief duration of this Agreement.

ROOMMATE INFORMATION

The University may provide a resident's full name, Boston University e-mail address (if applicable), and permanent home address to all assigned roommates, unless the resident has submitted a written request indicating that such a release is not authorized.

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 provisions 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/lifebook, the Terms and Conditions of the Convenience Points Plan Agreement, and the official BU Housing website. 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 staff from BU Housing and the Office of Residence Life, 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 BU Housing and the Office of Residence Life throughout the summer. 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), 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, personal wireless access points (WAPs), 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/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.

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 guests, 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 or loss 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 sign a Room Condition Report form upon checking in to 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 the 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 lavatories. 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 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 substance or item may be impounded 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.

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 and 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.

BRIDGE HOUSING

Residence dining service for Summer Session 2 students will end after dinner on Friday, August 7, 2009. Residences will close for Summer Session 2 students on Saturday, August 8, 2009 at 10 a.m.

Upon application, provided a student has both a valid Summer 2009 Residence License Agreement and a valid 2009–10 Residence License Agreement, and depending on space availability, residents may be allowed to remain in residence during the interim period, known as Bridge Housing. Bridge Housing for summer students is from Saturday, August 8, 2009 (the end of Summer Session 2) to Monday, August 24, 2009 (the date students assigned to Bridge Housing move into their 2009–10 academic year residence assignment).

Students must contact BU Housing, 25 Buick Street, Boston, MA 02215, 617-353-3511, before the end of Summer Session 2 to apply for Bridge Housing. BU Housing will announce a Bridge Housing deadline during the summer.

Students who apply for and are assigned to Bridge Housing will be assessed an additional summer residence charge of \$360, and may be subject to reassignment. Please note that there is no on-campus dining service available to students in Bridge Housing between Saturday, August 8, 2009 and breakfast on Saturday, August 29, 2009.

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 and dining plan rates (excepting housing guarantee payments) are credited according to the following schedule to Summer Session 1 and 2 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. Students who fail to do so shall remain liable for all residence and dining plan rates hereunder and

beyond their last day of attendance. Residence and dining plan 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. All requests for exception to this schedule must be submitted in writing to the University's Housing Committee.

Summer Session 1

Date of withdrawal	Credit (Percent)
Before the first day of classes (before May 19, 2009)	100%
May 19–May 24, 2009	80%
May 25–May 31, 2009*	40%
After May 31, 2009	0%

Summer Session 2

Date of withdrawal	Credit (Percent)
Before the first day of classes (before June 29, 2009)	100%
June 29–July 5, 2009*	80%
July 6–July 12, 2009	40%
After July 12, 2009	0%

*Monday, May 25 and Friday, July 3, 2009 are observed holidays and most administrative offices, including BU Housing, the Terrier Card Office, and summer residence offices, are closed.

Any person registered for a program that does not fall into one of the aforesaid categories will receive a percentage credit as determined by BU Housing based upon the length of the program.

Above dates may change if the official academic calendar changes.

HOUSING GUARANTEE PAYMENTS

The \$200 summer housing guarantee payment is nonrefundable.

An equal opportunity, affirmative action institution.



Boston University Housing

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 Campus and 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, 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 \$30. 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 more 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.