Terms and Conditions of the Apartment Plan Agreement

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

This Apartment Plan Agreement is for the 2015–16 academic year, and service provided under this agreement shall begin with breakfast on Saturday, August 29, 2015 and end with dinner on Saturday, May 7, 2016. The University shall provide the Apartment Plan selected by the student on the front of this agreement, and the student agrees to pay the full academic year cost stated on the front of this agreement for the selected Apartment Plan. Each plan combines a specific number of meals and Convenience Points.

MEALS. Meals can be used at any of the three residence dining rooms (Fresh Food Co. at Warren Towers, Fresh Food Co. at West Campus, Fresh Food Co. at Mariano Commons) for all-you-care-to-eat meals. Participants of the Apartment Plans may use a meal plus points or cash to pay for a meal at Hilll House kosher dining room. Apartment Plan meal balances are allocated at the start of each semester and offer a complete carryover of unused meals week to week and from Semester I to Semester II as long as the plan remains valid. There is no refund for missed or unused meals at any time during the year. Unused meals cannot be converted into Convenience Points.

CONVENIENCE POINTS. Convenience Points can be used in all on-campus dining locations, for pizza delivery, at the 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 dining and/or 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. 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.

CANCELLATION/CREDITS. The Apartment Plan Agreement can be canceled by written request to the Terrier Card Office on or before the following cancellation deadlines—for Semester I, on or before Thursday, October 1, 2015; for Semester II, on or before Friday, January 15, 2016. Upon receipt of a timely request, the University will cancel the Apartment Plan and credit the student’s account in accordance with the schedule maintained at the Terrier Card Office. The Apartment Plan Agreement will be cancelled for students whose status at the University is terminated for any reason and a Convenience Points balance of $5 or greater will be rebated in full. 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 the Apartment Plan cancellation and/or 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, from Student Accounting Services, 881 Commonwealth Avenue, lower level, Boston, MA 02215.

PLAN CHANGES. For Semester I, plan changes will be accepted through Thursday, November 12, 2015. For Semester II, plan changes will be accepted through Thursday, March 24, 2016. All change requests must be filed at the Terrier Card Office, 775 Commonwealth Avenue, lower level. Plan changes will become effective the first Friday after the change is requested. (The meal and points entitlement week begins with breakfast on Friday.) There may be a charge associated with certain plan changes.

RESIDENCE ACCESS. Access and guest sign-in privileges for Apartment Plan participants who live in on-campus apartment-style residences are determined by established University residence access policies. Apartment Plan participants living off campus have access to residence dining rooms during dining service, where access through a security station is required to enter a dining room. Apartment 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 meal and Convenience Points entitlement locations 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. 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 Union Court Dining Services Office on Saturdays, Sundays, or holidays), whichever is less. If the student fails to notify the Terrier Card Office (or the Union Court 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 THE APARTMENT PLAN. The student may request details of his/her Apartment 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 Apartment 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 request the student to send the complaint or question in writing.

UNIVERSITY’S POLICIES AND PROCEDURES. During official vacation and close-down periods, locations accepting use of the Apartment Plan may be closed, or operation and use of the Apartment Plan may be limited. The University does not provide dining service during official vacation and close-down 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 Apartment 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 Apartment Plan Agreement upon notice to students.

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

An equal opportunity, affirmative action institution.