TERMS AND CONDITIONS OF THE RESIDENCE LICENSE AGREEMENT FOR THE FULL 2023-24 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"), 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 intersession break housing in dormitory-and suite-style housing between Semester I and II. 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- and suite-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 for each academic year during Semester II.

Licensees (student residents) and Guarantors (as defined in the Agreement, if applicable) must pay fifty percent (50%) of the residence and dining plan rates prior to Semester I and the other fifty percent (50%) prior to Semester II. All payments are due on the schedule published by Student Accounts. 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 for Semester II of the academic year, including the right to assess increases in energy costs. If assessed, increases shall be applied to the Semester II residence rate in the form of a pro-rata adjustment. Boston University shall not be responsible for any delay or non-delivery of utilities or other services to residence facilities that are beyond the University's control.

Boston University, in 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 Agreement. If a reassignment to another residence with a higher or lower rate occurs, the Licensee will receive a supplemental charge or credit for the pro-rata difference.

TERM/CANCELLATION

The Licensee and Guarantor will be held responsible for all residence and dining plan rates for Semester I and Semester II of the academic year or all four academic semesters including Summer Session I, Summer Session II, fall and spring, except under the following conditions.

ACADEMIC YEAR

- Written notice of cancellation is received by BU Housing on or before 5:00 p.m. on August 1, 2023. All notices of cancellation must be in writing. A housing cancellation form may be submitted by the Licensee at BU Housing, 25 Buick Street, Boston, MA 02215, or forwarded by the Licensee via a Boston University email account to housing@bu.edu; or
- 2. The Licensee graduates at the end of Semester I; or
- 3. The Licensee takes a leave of absence or officially withdraws 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" section of this Residence License Agreement.

HOUSING CHECK-OUT PROCEDURES

- 1. Complete all checkout procedures through the Residence Life Office.
- 2. The Licensee's belongings must be completely removed from the residence.
- 3. The Licensees room must be left in clean and habitable condition.
- 4. The Licensee must complete a mail forwarding/ change-of-address card.
- 5. The room key(s) must be returned by the Licensee to the Residence Life Office drop box.

Failure by the Licensee to complete these checkout procedures may result in additional charges being assessed. Licensees must also follow the above referenced checkout procedures at the time of departure.

ELIGIBILITY

The University's residential facilities are solely intended for occupancy by its registered students. A student shall be eligible for residence privileges if the student is a full-time registered student as determined by the University Registrar, and has settled their account as determined by Student Accounting Services. Both registration and settlement of the account must be completed in accordance with established deadlines, policies and procedures. A student shall be ineligible for residence privileges if the student is withdrawn officially or unofficially, suspended, or expelled from the University. Licensee is prohibited from sub-leasing their on-campus residence.

Part-time students who desire to reside in University residence facilities, or to continue in residence after becoming part-time students, may be allowed at the discretion of the University.

DINING PROGRAM/BOSTON UNIVERSITY TERRIER CARDS

Each student will receive a Boston University Terrier Card (Terrier Card). Students enrolled in a dining plan must present their Terrier Card at dining locations and campus residences. The Terrier Card must always be carried, and use by anyone other than the person named on the card is strictly prohibited. Alteration or use of the Terrier Card for any unauthorized purpose will result in confiscation, financial penalty, and/or disciplinary action. The Terrier Card remains the University's property and must be surrendered to a University official upon request.

Students must immediately report a damaged, lost or stolen card in person to the Boston University Police Department; the Terrier Card Office, 25 Buick Street; by phone at 617-353-9966; or via <u>email</u> (or the Terrier Card Center on the <u>Student</u> Link site). Students who delay reporting the card's loss or theft within two (2) business days will be responsible for up to \$50 of unauthorized use. For students who fail to notify the Terrier Card Office within two (2) business days of the card's loss or theft, the student's maximum liability increases to up to \$500 of unauthorized use. Students can replace a lost or stolen Terrier Card at the Terrier Card Office during regular business hours for a fee of \$40.

Dining service will be provided during Semester I/II and during Summer Sessions I/II. Dining service will not be provided during the intersession break between Semester I and Semester II or other academic schedule transition periods. The University does not provide a refund or credit for unused meals.

RESIDENCE ASSIGNMENTS

Residence assignments and other pertinent housing information for the fall semester generally will be available on the <u>My Housing Portal</u> by early August, provided all housing materials are received by June 1. Licensees submitting housing materials after June 1, will be notified as time permits. For the spring semester, this information will be generally available on the My 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 room and roommate preferences. Licensees 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. Room assignments are not guaranteed and a Licensee may be reassigned to an accommodation other than their indicated preferences in the housing application. Interest for a specific roommate, 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.

LIVE-ON REQUIREMENT

All freshmen (first-year students) are required to live on campus, as are all students who received University-funded scholarships equal to or greater than tuition.

Exceptions to the first-year residency requirement will be considered if:

- The student resides locally with a parent whose principal home is
 - within a 20-mile radius of Boston University's Charles River Campus. The principal home needs to have been occupied for at least 12 consecutive months, immediately preceding
 - registration of the entering first-year student. The student is 21 years of age or older by October 1 of the student's
 - entering year.

To request an exception, send a letter, accompanied by a written statement of parental consent (if under the age of 18), 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. 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 are not required to meet freshman-year residency requirement.

Note: "Principal home" 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 or guardian with legal custody or a parent or guardian providing more than one-half of a student's total financial support.

RELEASE OF 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 on their Housing Application

REASSIGNMENT OR TERMINATION OF RESIDENCE PRIVILEGES

The University may reassign a Licensee to a different accommodation, to a temporary accommodation, or increase or decrease the number of Licensee's 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 Licensee's failure to comply with any rule/regulation, in the interests of health or safety, for the more prudent use of resources, or for efficient administration of the residential system.

In situations where a Licensee or the Licensee's 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 Licensee from the residential system, or take any other steps it deems necessary.

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

- 1. If the Licensee is or becomes ineligible to be a Licensee.
- If the Licensee 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" section, the Licensee is eligible for credits in accordance with the schedule in "Credits of

Residence and Dining Plan Rates upon Withdrawal or Termination." All University charges must be paid before any credits are placed on the Licensee's student account. Failure to comply with a notice to vacate may result in liability for all residence and dining plan rates hereunder and beyond a Licensee's last day of attendance and/or in civil or criminal trespass charges being filed against the Licensee.

RULES/REGULATIONS

Licensees 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 <u>Boston University Lifebook</u>, the Terms and Conditions of the Convenience Points Plan Agreement, the official BU Housing website, the official BU Dining website, the Boston University Undergraduate Bulletin, and the BU Advisory on Additional Rules for Academic Year 2023-24. Boston University's alcohol and drug policies are detailed in the Boston University Lifebook. The Licensee agrees to be responsible for reading and knowing all such materials and revisions, and abide by their contents.

Licensee's 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 Licensees, and the orderly and efficient operation and administration of the residential system.

Licensees must attend all residence, house, floor, and individual meetings as they are convened by the University throughout the academic year. The Licensee is responsible for knowing and abiding by any materials and information discussed and/or distributed at any such meetings.

CONDUCT

Licensees must respect the rights of other Licensees 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. Licensee shall not make or permit their guests (if previously approved during any academic year) 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.

Licensees 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.

Licensees shall be responsible for the conduct of their guests (guests shall in all instances include family, friends, or relatives as well as unrelated people), who must also respect and comply with all rules/regulations while in or about the residence facility. Any violation by any such guests shall be deemed to be a violation by the Licensee.

Licensees 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.

Prohibited items include, but are not limited to the following: animals and pets of any kind (other than service animals and approved emotional support animals, which are permitted in University facilities for persons with documented disabilities pursuant to applicable law), 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- or electric-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 installed by BU Housing, shall be permitted. The BU Lifebook contains the complete list of prohibited items, which shall be updated as needed at the University's sole discretion.

GUESTS

The privilege of having guests in the residence facility or in the residence assigned to a Licensee is subject to all University policies. Boston University's guest policy is detailed in the <u>Boston University Lifebook</u>. Licensees are expected to know and to comply with all procedures and restrictions applicable to their residence facility. Licensees who fail to comply with the rules/regulations, or whose guests impose 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 and escorted from campus.

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. The university reserves the right to adjust the guest policy at any time.

LOSS OR DAMAGE

The University's insurance program is limited to coverage of University-owned property. Every Licensee is encouraged to obtain/carry adequate personal property 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 Licensee, 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 Licensee and Guarantor expressly authorize the University to receive and sign for all personal property and goods delivered to the Licensee's residence accommodation or facility.

Licensees, 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 Licensee or guest, or from any carelessness, negligence, or improper conduct of such Licensee or guest.

RESIDENCE AND FACILITY CONDITION/CARE OF PREMISES

Each Licensee 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 Licensee 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.

Within 15 days of taking occupancy each Licensee is required to verify and electronically sign a Room Condition Report via the <u>My Housing Portal</u> upon checking into their residence accommodation. If the Licensee fails to sign this form, BU Housing will assume an initial level of "good condition" for the furnishings and equipment. Each Licensee 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 Licensee, or their guests but cannot be attributed to specific individuals.

Each Licensee 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. Licensees 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 for removal and storage.

Licensees 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 filing a request through the Residence Life staff. BU Housing provides guard rails on many of the University's bunked and lofted beds, and Licensees should not remove these guard rails. Licensees who remove guard rails do so at their own risk. The University prohibits self-constructed lofts in campus residences.

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

Licensees 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 Licensees, 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 Licensee is present, and without prior notice to the Licensee, 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.

UNIVERSITY INTERSESSION PERIOD

Residence facilities and dining facilities will be closed between Semester I and Semester II (Intersession). Upon application, and depending on space availability, certain Licensees (including graduate students in programs with a different academic schedule) may, at the discretion of the Director of Housing, be granted permission to remain in residence during the Intersession period. In that event the resident may be responsible for additional charges and/or subject to temporary reassignment. Licensees assigned to dormitory style or suite style units are not permitted to remain on campus during the Intersession period. Apartment-style residences generally remain open during the official University Intersession periods.

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. Licensees are not permitted to use the BU Housing mailrooms for the purpose of conducting a business.

PHOTOGRAPHY RELEASE

The Licensee grants to University permission to: record Licensee's appearance on videotape, audiotape, film, photograph or any other medium, whether now known or hereafter conceived or created (collectively, "Recordings"); use Licensee's name, likeness, voice and biographical material in connection with such Recordings; exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any legal purpose; including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such Recordings in its own name or to publish, to market and to license or assign rights in such Recordings without consideration, compensation, accounting or report to Licensee.

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 Licensee 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 Licensee 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 Licensees who take a leave of absence or withdraw officially or unofficially from the University, and complete the housing checkout procedures in "Terms/Cancellation" within 48 hours of the effective date of their University withdrawal. Dining plan rates are refunded on a weekly basis. Licensees 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 "Terms/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.

Semester I (FALL)

Date of withdrawal Prior to first day of classes (Before September 5, 2023*) September 5–September 14, 2023 September 15–September 21, 2023 September 22– September 28, 2023 September 29–October 5, 2023* As of October 6, 2022

Semester II (SPRING) Date of withdrawal

Prior to first day of classes (Before January 18, 2024*) January 18–January 25, 2024 January 26–February 1, 2024 February 2–February 8, 2024

Credit (percent)

100%

80%

60%

40%

20%

0%

Credit (percent)

100% 80% 60% 40% February 9–February 15, 2024* As of February 16, 2024 20% 0%

*May 29, June 19, July 4, September 4, October 9, 2023; January 15, and February 19, 2024 are observed holidays. Administrative offices will be closed. The above dates may change if the University's Official Academic Calendar is changed.

HOUSING GUARANTEE PAYMENTS Continuing and Transfer Students

The \$600 housing guarantee payment (HGP) is rebated to continuing and transfer Licensees who give written notice of cancellation as provided in "Terms/Cancellation" as follows:

Cancellation received or postmarked: No later than July 1, 2023 After July 1, 2023

Rebate Amount \$300 No rebate of housing guarantee payment

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

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. The 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 \$20 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 \$20 or greater. Rebate requests should be made in person or in writing to Boston University, Terrier Card Office, 25 Buick Street, 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, 25 Buick Street, 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. 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, 25 Buick Street, and then bring the receipt to the Terrier Card Office. During the academic year, additional Convenience Points can also be purchased through the <u>Student Link</u>, 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. Students must immediately report a damaged, lost or stolen card in person to the Boston University Police Department; the Terrier Card Office, 25 Buick Street; by phone at 617-353-9966; or via email (or the Terrier Card Center on the Student Link site). Students who delay reporting the card's loss or theft within two (2) business days will be responsible for up to \$500 of unauthorized use. For students can replace a lost or stolen Terrier Card at the Terrier Card Office during regular business hours for a fee of \$40.

IN CASE OF ERRORS OR QUESTIONS ABOUT CONVENIENCE POINTS. A student may request details of the student's 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 30 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 BU Dining. 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, epidemic, pandemic, 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 the student's 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.