

TERMS AND CONDITIONS OF THE RESIDENCE LICENSE AGREEMENT FOR THE FULL 2008–09 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 the Office of 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 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. 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 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 both semesters of the academic year, except under the following conditions:

1. Written notice of cancellation is received by the Office of Housing on or before Friday, August 22, 2008. All notices of cancellation must be in writing. A housing cancellation form may be filed in person at the Office of 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 graduates at the end of Semester I; 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 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 academic year 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. Students shall be eligible for residence privileges if they are full-time registered students 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 ineligible for residence privileges if they are withdrawn officially or unofficially, suspended, or expelled from the University.

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 to reside in University residence facilities.

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 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 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 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.

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 Student Link at www.bu.edu/studentlink by early August, provided complete housing materials are received by June 1, 2008. Students submitting housing materials after June 1, 2008, will be notified as time permits. For the spring semester, this information generally will be available on the Student Link one week before spring semester classes begin.

Assignments are made after all the Residence License Agreements and housing guarantee payments are received by the Office of 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, and all students who receive University-funded scholarships equal to or greater than tuition are required to live on campus.

Freshmen may request an exception to the freshmen residency requirement if they reside locally with a parent, 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:

Office of Housing
Boston University
25 Buick Street
Boston, MA 02215

The University Housing Committee must give written approval for a student to be released from the requirement to live on campus and occupy a residence other than one in University housing.

Students who are under 16 years of age as of October 1 of their entering year are not eligible to live on campus.

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 Office of 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 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 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/lifebook, the Terms and Conditions of the Convenience Points Plan Agreement, the official Office of 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 staff from the Offices of Housing and 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 the Offices of Housing and Residence Life 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 the Office of 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, 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 the Office of 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.

Please note that absolutely no overnight guests will be allowed during the first two weeks of the academic year (until September 16, 2008) 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 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 into the residence accommodation. In instances when the resident fails to sign this form, the Office of 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 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.

UNIVERSITY VACATION PERIODS

Residence facilities and dining facilities will be closed for the official University vacation periods in the undergraduate programs that occur at Thanksgiving/fall recess, between Semester I and Semester II/Intercession, and in the middle of Semester II/spring recess. 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 these vacation periods. In that event they may be responsible for additional charges and/or subject to temporary reassignment. Apartment-style residence facilities generally remain open during the official University vacation 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.

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 and dining plan 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. Students who fail to do so shall remain liable for all residence and dining plan rates hereunder 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.

SEMESTER I (FALL)

Date of withdrawal	Credit (percent)
Prior to first day of classes (before September 2, 2008)	100%
September 2-September 15, 2008	80%
September 16-September 22, 2008	60%
September 23-September 29, 2008	40%
September 30-October 6, 2008	20%
As of October 7, 2008	0%

SEMESTER II (SPRING)

Date of withdrawal	Credit (percent)
Prior to first day of classes (before January 14, 2009)	100%
January 14-January 28, 2009*	80%
January 29-February 4, 2009	60%
February 5-February 11, 2009	40%
February 12-February 19, 2009*	20%
As of February 20, 2009	0%

*January 19, 2009 and February 16, 2009 are observed holidays. Administrative offices will be closed.

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

HOUSING GUARANTEE PAYMENTS

Continuing Students

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

Cancellation received or postmarked:	Rebate Amount
No later than July 1, 2008	\$300
After July 1, but no later than August 1, 2008	\$150
After August 1, 2008	No rebate of housing guarantee payment

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

An equal opportunity, affirmative action institution.