

Boston University Housing

FOR OFFICE USE	
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INITIALS:	

Summer 2015 Pre-College Program Residence License Agreement SummerLab Session 1

I, the undersigned student, apply to become a licensee in the Boston University residential system for the duration of the program stipulated above commencing on **Sunday**, **July 5**, **2015** (move in between 1 p.m. and 4 p.m.) and ending at 10 a.m. on **Saturday**, **July 11**, **2015**.

I hereby agree to comply with the terms and conditions set forth in this Residence License Agreement and the documents incorporated herein by reference, as well as with any subsequent revisions thereof authorized by the University. I agree to be responsible for reading all such documents and revisions and knowing their contents. I acknowledge that I have read and understand the Residence License Agreement and the Terms and Conditions of the Residence License Agreement.

I understand that in the event the University receives more applications than the number of accommodations it has and cannot accept my application for residence, the University will promptly notify me. I further understand that I and, if applicable, my guarantor will be held responsible for all residence and dining plan rates for the duration of the summer program stipulated above as outlined in "Term/Cancellation" in the Terms and Conditions of the Residence License Agreement.

		Date	e	/	/
Student's signature			month	day	year
		Date	e	/	·
Guarantor's signature (If student is under 18 years of age, parent or legal guardian must sign)			month	day	year
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Sex: male female Marital s	status: single married	Dat	e of birth:	/	_/
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Emergency alert contact phone:(In the evo	ent of an emergency, this is the numb	per BU will use to a	ert you.)	Mark if cell	pnone: \
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Keep a copy of your signed Residence License Agreement for your records



Boston University Housing

Terms and Conditions of the Summer 2015 Pre-College Program 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 2015 housing rates listed on the Residence License Agreement are for residence and dining, on a Residence License Agreement basis, for the term of the summer pre-college program noted. All residence and dining plan rates are assessed on a <u>per person</u> basis. Rates for programs that are not listed will be determined by BU Housing.

A dining plan is mandatory for all residents assigned to dormitory-style residences.

Licensees and guarantors must settle their student account, in full, by the first day of the summer pre-college program. 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 summer pre-college program, except under the following conditions:

- 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 pre-college program 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
- The licensee withdraws officially from the summer pre-college program before 5 p.m. on the business day prior to the start date of housing for the program noted on the summer pre-college program Residence License Agreement.

If a resident moves out prior to the end of the summer pre-college program, he or she must complete the housing checkout procedures detailed here:

- 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.
- The resident's belongings must be removed from the residence facility.
- The residence accommodation must be left in clean and habitable condition.
- The resident should complete a mail forwarding/change-of-address card.
- 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 for summer pre-college programs, students must be at least 14 years old by the first day of class of the summer pre-college program 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 \$40. Multiple replacements may result in additional fees up to \$50 in each instance

Licensees assigned to dormitory-style residences who do not select a dining plan will be assigned automatically to the choice dining plan of the summer pre-college program. If the summer pre-college program offers a choice of dining plans, students enrolled in the program may request to change their dining plan through the first week 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 pre-college program Residence License Agreements are received by BU Housing. 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 and permanent home address to all assigned roommates, unless the resident has restricted the disclosure of Directory Information.

REASSIGNMENT OR TERMINATION OF RESIDENCE PRIVILEGES

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

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

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

- 1. If the resident is or becomes ineligible to be a resident.
- 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.
- 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. 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 and the Boston University Lifebook available at www.bu.edu/dos/lifebook. Boston University S alcohol and drug policies are detailed in the Boston University Lifebook. The resident agrees to be responsible for reading and knowing all such materials and revisions, and abiding by their contents.

Residents must abide by all the directives, rules, and regulations which may be promulgated and established by the University, in the interests of health, safety, the proper conduct of residents, and the orderly and efficient operation and administration of the residential system. Residents

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

Residents 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 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 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.

An equal opportunity, affirmative action institution.