Receiving this Contract ("CONTRACT") indicates that you have already paid the required $200 housing deposit as a first-time residential student OR that you are a returning student living on campus. This contract is for the remainder of the academic year. If you intend to reside on campus for only one semester (and you would be eligible to live off campus), please indicate which semester you would need housing on your application.

Condition 1: It is agreed and understood that this is a CONTRACT for both residence hall accommodations and dining services. Transfer of this CONTRACT is prohibited. Upon receipt, verification of deposit and appropriate signatures, this CONTRACT becomes a binding agreement between the University of New England (the "UNIVERSITY") and the person(s) whose name(s) appear below. This is a Housing (Room) and Dining Service (Board) Contract for the 2024-2025 Academic Year ("Academic Year").

Condition 2: The UNIVERSITY has a three-year residency requirement. Students interested in seeking an exception to the residency requirement must meet one of the following criteria AND submit an Off- Campus Request Form for final approval: (i) student is under 22 years of age, living with a legal guardian(s) (defined as the person(s) named and whose financial information appears on the student's completed FAFSA) at the guardian's primary residence which is located no more than a 60-minute commute from the UNIVERSITY according to Map Quest; or ii) student is currently married or is in a civil union that has been in existence at least six months prior to date of request; or (iii) student must have earned 90 + credit hours at the start of the semester; or (iv) student is 22 years of age or older at the start of the semester; or (v) student is in their third year and enrolled in an academic program that is based on the Portland Campus. To access the Off-Campus Request Form you must contact the Office of Housing & Residential/Commuter Life to review your status and be given access to the form.

Condition 3: ***First time residential students who withdraw from UNE after deposit but prior to May 1, 2024 for fall 2024 occupancy and prior to Jan. 13, 2025 for spring 2025 occupancy will be refunded the $200 housing deposit. First time residential students who withdraw from UNE after these dates will forfeit the housing deposit.***

Condition 4: It is agreed and understood that the CONTRACT TERM shall be for the entire Academic Year unless Student received written approval by the Dean of Student's designee for a partial Academic Year contract term, or unless terminated according to the terms of the Refund Policy as stated in the UNIVERSITY Catalog for students who withdraw or take a Leave of Absence from the UNIVERSITY.

Condition 5: It is agreed that in consideration of housing accommodations and food service provided by the UNIVERSITY, the STUDENT and the STUDENT's parents or guardians (if the student is under 18) shall pay to the UNIVERSITY all fees and payments due in accordance with the fees and payment schedule as adopted, and from time to time amended by the Board of Trustees of the UNIVERSITY; and providing further that the UNIVERSITY, in the event of changes in economic conditions and/or budgetary restrictions shall, with 30 days' notice, have the right to change the rates charged and/or payment due date for either housing or dining service.

Condition 6: It is agreed and understood that any failure by the STUDENT to comply with all the terms and conditions of this CONTRACT, including the provision regarding the CONTRACT TERM, constitutes a breach of the CONTRACT by the STUDENT. Any such breach by the STUDENT shall NOT release the STUDENT from financial liability or other

responsibility under this CONTRACT except as provided in the “Refund Policy” for those students who withdraw or take a Leave of Absence from the UNIVERSITY and as set forth in the UNIVERSITY catalogue.

If a student’s request to terminate the contract through the appeals process is denied, the STUDENT shall pay the contracted room and board fee for the entire CONTRACT TERM.

If, through the appeals process, the UNIVERSITY agrees to terminate the CONTRACT prior to the end of the CONTRACT TERM, the STUDENT shall pay either 60% of the room and board rate for that semester as liquidated damages (and not as a penalty) for breach of the CONTRACT or the daily rate at the discretion of the appeals committee. A successful appeal releases the student from further obligation of the residency requirement.

This condition does not apply if access to housing is affected by a Force Majeure Event as defined in Condition 17. The UNIVERSITY will not be deemed to have terminated this CONTRACT if Condition 17 applies and will not have any obligation to consider a request to terminate this CONTRACT if Condition 17 applies.

Condition 7: It is agreed and understood that the UNIVERSITY will provide housing and meals during the time the UNIVERSITY is deemed "in session” and residential buildings are open. In cases of special circumstance, the STUDENT may remain in housing during periods the UNIVERSITY is not deemed “in session” also known as Break Housing. Approval to be in Break Housing is at the sole discretion of the Director of Housing and Residential/Commuter Life or their designee. It is also understood by the STUDENT that a deposit and fee may be charged during each break period that the STUDENT requests Break Housing. The deposit will go towards the daily fee assessed for Break Housing.

Condition 8: It is agreed that the STUDENT may leave possessions in the STUDENT's room during recess or vacation periods occurring within the Academic Year. It is further agreed and understood that the UNIVERSITY shall not be liable for personal or property damage or loss by the STUDENT during these periods of time, and that the STUDENT assumes the responsibility for suitable personal and property liability protection. In the event of an emergency situation, which necessitates an immediate response, belongings left in the STUDENT’s residence hall room may be removed at the sole discretion of the UNIVERSITY.

Condition 9: It is agreed that the STUDENT must vacate and remove personal property from the STUDENT’s room immediately after withdrawal from the UNIVERSITY or termination of this CONTRACT; providing further that Director of Housing and Residence/Commuter Life or their designee, may require the STUDENT to vacate the STUDENT's room immediately after the STUDENT’s last final examination for each academic session. The Director of Housing and Residence/Commuter Life or their designee, can make exceptions based on individual circumstances. The Student’s failure to comply with the obligation to remove personal property is subject to a $100 improper check out fee. It is further agreed that the UNIVERSITY may, in its sole discretion, terminate this CONTRACT for reasons relating to the safety and well-being of the STUDENT, or for reasons relating to the safety and well-being of other students, faculty, staff, or UNIVERSITY property. The UNIVERSITY will not, however, be deemed to have terminated this CONTRACT if Condition 17 applies.

Condition 10: The STUDENT hereby agrees to accept the room and board assignment as provided by the UNIVERSITY and to conform to the rules and regulations governing the conduct of students and the operation of the UNIVERSITY and university housing. Such rules

and regulations are set forth specifically in the annual Housing Handbook, Student Handbook and the Academic Catalog, and other published policies of the UNIVERSITY as adopted and from time to time amended by the UNIVERSITY. The aforementioned documents can be found at www.une.edu.

The STUDENT hereby agrees to abide by any such rules and regulations in force at any given time and reserves to the UNIVERSITY the right to change such rules and regulations as the UNIVERSITY may deem timely and appropriate. The STUDENT understands that copies of said documents and policies are available upon request from the Director, Office for Student Resolutions or their designee, and the STUDENT agrees that said documents and policies pertaining thereto are, by reference, incorporated into and made a part of this CONTRACT.

Condition 11: The UNIVERSITY agrees to consider information and requests provided and submitted by the STUDENT when assigning room accommodations, but no guarantee of a specific assignment is implied by the UNIVERSITY. Room changes must be requested through and approved by the Office of Housing and Residential/Commuter Life. It is understood that discriminatory requests or practices are contrary to the philosophy of the UNIVERSITY and will not be tolerated by the UNIVERSITY. If the STUDENT loses a roommate during the year, the UNIVERSITY reserves the right to assign another student to that space. The UNIVERSITY also has the right to relocate students at any time in its sole discretion.

Condition 12: The STUDENT agrees that UNIVERSITY representatives shall have the right to enter any space at any time for the purpose of inspecting for health and safety, maintenance, or any other purpose, except that when investigating suspicion of misconduct, or otherwise enforcing any rules and regulations of the UNIVERSITY, student premises and possessions shall not be searched unless appropriate authorization has been secured from the Director of Housing and Residential/Commuter Life or their designee. No such permission is required in any situation deemed by the UNIVERSITY to be an emergency involving health, safety or possible illegal activity. This determination shall be made in the sole discretion of the UNIVERSITY.

Condition 13: All repairs and maintenance in the Residence Hall shall be made only by the UNIVERSITY through its authorized personnel and designated agents.

Condition 14: It is agreed that the STUDENT will not damage UNIVERSITY property, including university managed housing and shall be fully liable for any damage (including excessive cleaning charges) to UNIVERSITY property. STUDENTS assigned to a given floor or residence hall will be financially accountable for damages or excessive cleaning in common areas of that floor or hall when the University is unable to assign responsibility for the damage to a particular student or students. STUDENT also agrees not to use UNIVERSITY housing or property for any unlawful purposes. In addition, the STUDENT may not sell, transfer, or otherwise permit the use of personal food service privileges or housing assignments to another person.

Condition 15: The STUDENT agrees to leave the premises assigned in comparable condition to when the occupancy began, reasonable use and natural wear and tear excluded, and damages by fire or unavoidable casualty without fault of the STUDENT excepted.

Condition 16: The UNIVERSITY does not discriminate in admission or access to, or treatment or employment in, its programs and activities on the basis of race, ethnicity, national origin,

gender identity and/or expression, sex, sexual orientation, religion, age, veteran status, physical or mental disability or any other legally protected status. Requests for reasonable accommodations should be initiated through the Student Access Center and will be considered on a case by case basis.

Condition 17: It is agreed that the UNIVERSITY shall not be liable, nor deemed to have defaulted on this CONTRACT, for any failure or delay in fulfilling or performing any term of this CONTRACT when and to the extent such failure or delay is caused by, results from or arises out of acts or circumstances beyond the UNIVERSITY's reasonable control, including, without limitation, acts of God; flood, fire, earthquake, weather disaster, explosion, epidemic, pandemic or quarantine; war, hostilities, terrorist threats or acts, mass shootings, riot, or other civil unrest; Law; actions, embargoes or blockades in effect on or after the date of this CONTRACT; action by any Governmental Authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; and shortage of adequate power or transportation facilities (each a **"Force Majeure Event").** The STUDENT agrees that should a force majeure event occur, the STUDENT's obligation, or the parent/guardian's obligation if the STUDENT is under 18 years old, to pay all fees and payments under this CONTRACT is unconditional, and there is no right to a refund or reduction of any fees and payments paid or owed under this CONTRACT.

By submitting the CONTRACT in Residence, the STUDENT (and parent/guardian if student is under 18) acknowledges that all terms and conditions of the CONTRACT have been read and understood and that, in consideration of housing accommodations and food service by the University of New England, the STUDENT hereby agrees to abide by all the terms and conditions set forth in the Student Handbook (https://www.une.edu/studentlife/handbook) and University Catalog.