

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,

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

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