You have been assigned housing for the 2004–2005 Academic Year. Please complete and return the bottom copy of this Agreement. Upon receipt of this signed University Housing Agreement to Pace University, it establishes a legal, binding Agreement between the student, parent or guardian (if applicable), and Pace University. First installment payments are due August 12, 2004. Non-payment will result in forfeiture of housing. Please remember, the $400 prepayment is non-refundable.

1) AGREEMENT TERMS AND CONDITIONS: This Agreement is for a space in the University Housing system, and covers the entire 2004-2005 academic year (both Fall and Spring semesters), or any portion of the academic year remaining at the time this Agreement is signed. Residence in Maria’s Tower requires participation in the University’s dining program at a level determined by credits earned. Residence in Fulton Hall and leased properties does not require participation in the University’s dining program. This Agreement is subject to early termination (see Paragraph 8). University Housing is closed between semesters and, thus, housing between semesters is not included in the terms of this Agreement. The student will be assessed all fees for the Agreement term if the Student enrolls, but does not occupy the assigned space and has not cancelled this Agreement pursuant to Paragraph 7. The Summer session is not included in this Agreement.

2) PAYMENT OF FEES: The pre-payment of $400 is non-refundable and is applied to the respective semester room fees. The Student agrees to accept the assigned space in University Housing and pay housing fees on or before the published payment dates. Invoices are not sent to notify the Student of housing fee payment dates. Students who receive financial aid awards are required to pay all housing costs not covered by their award (after tuition and fees are paid), prior to checking into the assigned space. Financial aid may not be used to pay Agreement pre-payment. All rates are estimates and are subject to adjustment by Pace University. The rates listed below represent a range for a one-semester charge per Residence Hall. Variation in room type and occupancy impact the actual rate for the assigned space. Meal plan rates are not included in below estimates.

<table>
<thead>
<tr>
<th>Estimated semester rates:</th>
<th>Mario’s Tower</th>
<th>Fulton Hall</th>
<th>Leased Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000 – $6,000</td>
<td>$4,050 – $6,000</td>
<td>$3,500 – $7,000</td>
<td></td>
</tr>
</tbody>
</table>

3) SECURITY DEPOSIT: Student shall, together with the delivery of this Agreement, deposit with the University the sum of $100.00 as a security deposit for the faithful performance and observance by the student of the terms, provisions and conditions of this Agreement and against damages, fines, or penalty fees for which the student may be responsible. The security deposit shall not be considered prepaid rent, nor shall damages to which the University is entitled be limited to the balance of the deposit. The cost of damages caused by the student shall be paid upon the assessment to insure that the security deposit remains at a constant level of $100.00. The security deposit shall be returned to the student after the date fixed as the end of this Agreement and after the residency of the student is terminated, all of the student’s possessions have been removed from the premises and the damages appeal process has been completed.

4) ELIGIBILITY FOR RESIDENCE: A person must be enrolled as a full-time, degree-seeking undergraduate or graduate student to be eligible for University Housing. Applications for University Housing from students enrolled in other PACE University schools and programs will be considered on a space-available basis. A resident may be required to depart from University Housing if enrolled credit hours drop below full-time status, at the discretion of the Director of Housing or his or her designee. The Director of Housing, or his or her designee, has the discretion to make exceptions regarding eligibility for housing depending on documented academic circumstances.

5) OCCUPANCY PERIOD: The room rate covers the cost of academic semesters that the student has selected on the Housing Assignment Application. The period covered in this Agreement for the Fall semester is Monday, September 6, 2004, the official opening of University Housing, through 24 hours after the student's last final exam of the PACE Fall semester or 5:00pm on Thursday, December 23, 2004, whichever comes first. The room rate also covers the Spring semester residency from Sunday, January 23, 2005, through 24 hours after the student’s last final exam for the PACE Spring semester or 5:00pm on Wednesday, May 11, 2005, whichever comes first. However, the room rate for students residing at leased properties covers the entire academic year residency from Monday, September 6, 2004 through 24 hours after the Student’s last final exam for the PACE Spring semester or 5:00pm on Wednesday, May 11, 2005, whichever comes first.

6) BREAK HOUSING: University Housing is closed during the break period between the Fall and Spring semesters, between the Spring and Summer sessions and between the Summer and Fall sessions of the Pace Calendar. Students in need of Winter Break Housing are assigned to a leased property for that period as space permits. The right to use University Housing during break periods is reserved by the University.

7) AGREEMENT RELEASE: This Agreement is in force as long as the student is enrolled as a full-time student during the academic year, as outlined in paragraph 4, provided the student remains in good standing in terms of behavior and conduct (see Paragraph 13). If the student is denied admission to the University, there shall be no release fee and a full refund of any payments will be made. A student meeting the eligibility criteria for residence may request release from this Agreement by submitting an Agreement Release Request Form at least 5 business days prior to vacating the premises. See the Housing and Residential Life Guidebook for specific release criteria and policy information.

A. Once the academic year begins, the student shall not be released from this Agreement due to lack of financial resources (including lack of financial aid), dissatisfaction with assigned space, or to reside with parents or legal guardians.

B. Any approved releases (except for lease properties) will be subject to the below fee schedule.

<table>
<thead>
<tr>
<th>Date of Submission</th>
<th>Refund of Principal (Pre-payment is non-refundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postmarked/Submitted prior to first payment due date</td>
<td>100%</td>
</tr>
<tr>
<td>Postmarked/Submitted prior to the 1st week of classes</td>
<td>80%</td>
</tr>
<tr>
<td>Postmarked/Submitted prior to the 2nd week of classes</td>
<td>70%</td>
</tr>
<tr>
<td>Postmarked/Submitted prior to the 3rd week of classes</td>
<td>50%</td>
</tr>
<tr>
<td>Postmarked/Submitted prior to the 4th week of classes</td>
<td>20%</td>
</tr>
<tr>
<td>Postmarked/Submitted during or after the 4th week of classes</td>
<td>0%</td>
</tr>
</tbody>
</table>

C. Exception to the above fee schedule: Students residing in Pace leased properties are obligated to the full Agreement cost unless the University is able to reassign the space. Upon an approved release, a refund of the remaining amount will be made only if a new resident has been assigned to the vacated space.

8) AGREEMENT MODIFICATION OR TERMINATION: This Agreement may be modified or terminated at the discretion of the Director of Housing and Residential Life, or an authorized designee of the Director. Reasons for modification or termination include, but are not limited to: failure of the undersigned to comply with the terms of this Agreement; the student does not meet the eligibility criteria set forth in paragraph 4; or the student violates the behavior and conduct provisions outlined in paragraph 13. If the Agreement is terminated for any of the above reasons, the student will be required to pay the remainder of the Agreement balance. Modification of the Agreement may include, but is not limited to, moving the student to another University Housing facility or restricting the student’s access to housing facilities. The student will be given notice and an opportunity to appeal to the Director or an authorized designee of the Director the basis for any proposed modification or termination of the Agreement.

9) ASSIGNMENT OF HOUSING: Pace University is an equal opportunity institution and, as such, assigns University Housing space to qualified, enrolled, degree-seeking students without regard to race, color, religion, national origin, ethnicity, gender, disability, age, sexual orientation, marital or domestic partnership status, or veteran status, as provided by federal, state and local law, and in accordance with the University’s Non-Discrimination Policy and the Office of Housing and Residential Life’s Standards for Community Living. The University offers housing in the form of a room or suite occupied by persons of the same gender. There is no co-ed, married, or family housing assignments offered by the University.
10) USE OF ASSIGNED SPACE: Occupancy of space is permitted only to students to whom the space is assigned. Space may not be sublet to another person(s). The student may not share assigned space with any other individual(s) not officially assigned by the University. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom, suite, or apartment). If the student refuses or prevents a new occupant from residing in a shared space, disciplinary action (including removal), single room rental fees, or both, may be imposed on the student. Guests may not be accommodated in University Housing facilities for more than 24 days during each semester, and hosts must have the consent of all roommates and suite/apartment mates in order to host a guest at any time. See the Housing and Residential Life Guidebook for specific guest guidelines and policy information.

11) CHANGES IN ASSIGNMENTS: Room transfers may only be made after receiving written approval from an authorized staff member of the Office of Housing and Residential Life. Failure to follow established room change procedures, as outlined in the Resident Community Guide, will constitute breach of this Agreement and may be grounds for Agreement modification or termination (see paragraph 8) or removal, charges for occupying a second room, disciplinary action or any of the foregoing. The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, facility problems, natural disasters, war/terrorist activities, or staff changes.

12) CONSOLIDATION OPTION: Consolidation may be necessary and cause the moving together of residents who are paying for a double occupancy room but are in a room by themselves. See the Housing and Residential Life Guidebook for specific consolidation guidelines and policy information.

13) BEHAVIOR AND CONDUCT: The student is responsible for knowing and observing University regulations and procedures as set forth in the PACE Housing and Residential Life Resident Community Guide, the Guiding Principles of Conduct set forth in the Student Handbook, and other applicable University policies. Students who violate any of the above may be subject to removal from University housing. The University reserves the right at any time and without prior notice to take all actions necessary to protect the health, safety, and cleanliness of the premises and for the preservation of safety and order within its community. The student agrees to abide by all additional rules and regulations that are adopted. Violation of established policies, rules, regulations and procedures will result in a breach of this Agreement and may result in disciplinary action in accordance with the University’s discipline policy. In addition, the Office of Housing and Residential Life reserves the right to terminate or modify terms of this Agreement when the Director of Housing and Residential Life or an authorized designee of the Director learns the student has been charged or convicted of a crime or crimes against persons or property involving conduct that may threaten the safety or security of other residents.

14) RIGHTS TO ENTER STUDENT ROOMS: The University reserves the unconditional right to enter the room occupied by the student pursuant to this Agreement in the interest of health, safety, and conduct as outlined in the Resident Community Guide. Authorized University personnel may enter a student’s room for any of these purposes whether or not the occupants are present and may confiscate any unauthorized, suspicious, or illegal items that they may find in the room during entry.

15) CARE OF FACILITIES: The student is responsible for care of his or her room/suite/apartment, furnishings and equipment in University Housing. The student is responsible for keeping the assigned unit in a clean and sanitary manner. The University provides supplemental custodial service for the bathrooms in Maria’s Tower Resident Hall once per week. Custodial service is not provided in Fulton Hall or leased properties. The student is jointly liable with roommates/suitmates for assessed charges due to damage to the room, suite, or community common area of the residence hall, unless the responsible individual is identified.

16) REPAIRS AND MAINTENANCE: The University reserves the right to have authorized University staff or designees enter any room, suite or apartment at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures.

17) KEYS AND SECURITY: The student agrees not to duplicate any keys assigned, or to transfer their use to another person, and will be subject to disciplinary action if this occurs. If keys are not returned at checkout, or if the keys are lost or stolen, the student agrees to pay for all lock changes and key replacements. The student is responsible for securing the assigned unit at all times and taking such precautions as are necessary for personal and property protection.

18) LIMITATION OF UNIVERSITY LIABILITY: The University is not liable for damage to or loss of personal property, or failure or interruption of utilities. The University’s insurance provides liability coverage for damage or injuries caused by negligence by the University or its employees while working within the scope of their employment. The University will not reimburse students for losses created by unforeseen events, accidents, injuries or theft that may occur. Students are encouraged to review their family homeowner’s insurance policy or to carry personal renter’s insurance.

19) LICENSE: This Agreement constitutes a license for use of University Housing and not a lease.

20) STUDENT INFORMATION RELEASE: In accordance with the provisions of the Buckley Amendment (the Family Educational Rights and Privacy Act), the Office of Housing and Residential Life cannot release certain information contained in education records, except that which is designated Directory Information (refer to Student Handbook page 110). The following release authorizes the Office of Housing and Residential Life to discuss or release specific student account information, as approved by the resident (and/or parent or guardian if the student is under 18 years of age when the Agreement is signed). This release does not conflict with the PACE Parental Notification Policy for Drug and/or Alcohol Violations.

Please initial your approval below; leave blank if you choose not to approve.

I authorize the release of information contained in Housing/student account and disciplinary records to those individuals listed below. This release shall be used for the purpose of responding to inquiries concerning my disciplinary record, student account and all Housing charges assessed to my student account.

Please print names of individuals, below, authorized to receive this account information. If no names are listed, information cannot be shared with third parties (i.e., parent or guardians, family members, or other third parties).

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

I have read, fully understand, and agree to the terms, conditions, and policies as stated on the front and back of this Agreement. I understand that I must complete and return the signed copy of this Agreement. I am aware that I will forfeit my Housing if I do not pay my first installment by August 12, 2004. I understand that my $400 pre-payment is non-refundable.

Date: ____________________________ Neatly Print Name: ____________________________

Required – Signature of Student [must be in ink]

Date: ____________________________ Signature of Parent/Guardian [required if student is under 18 years of age]

Office Use Only

Date: ____________________________

Building: ____________________________ Area: ____________________________

Room#: ____________________________ Ext: ____________________________

Rate: ____________________________ Staff Int#: ____________________________

Data Entry: ____________________________ ISIS Entry: ____________________________

2004 – 2005 Housing Agreement page 2 of 2