STUDENT RESIDENT AGREEMENT – 2020/2021

Canadore College Residence
15 College Drive and 100 College Drive
North Bay, ON P1B 8K9

PREAMBLE

The Student Residence Agreement is a legal contract that outlines the obligations of the Resident, the Institution and the Manager. The terms and conditions of this Agreement have been designed to ensure that Residents enjoy a safe, respectful community living environment that is conducive to academic success. Residents are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Through the online Residence Application process Residents are required to read and agree to the terms of this Agreement before completing their application. Residents are advised to download a copy of this document and save it for their records. Residents are also advised to share a copy of this document with their Primary and Secondary Contacts identified in the application process. In some circumstances, the Manager may require that a hard copy of this Agreement is signed, and in those circumstances, each of the pages of this Agreement must be initialed by the Resident.

1. INTRODUCTION

This Agreement made this ____ day of _____ , 20___

Between: **Campus Living Centres Inc.** (the "Manager"), as agent for: **Canadore College of Applied Arts and Technology** (the "Institution"),

And: _____ (the "Resident").

In consideration of the mutual covenants and Agreements contained in this Student Residence Agreement (this "Agreement"), the parties covenant and agree as follows:

1.01 Room. The Manager grants the Resident occupancy of single space within a shared Resident unit in the Residence owned by the Institution known as: "**Canadore College Residence**" (the "Residence") for the duration of the Term. The number of Residents sharing the unit is dependent on the unit assigned to the Resident.

1.02 Term. The Term is related to the academic semesters of the Institution and the Residence "Move-in" and "Move-out" days detailed in **Table 1**. There are three types of Terms: (a) "Academic Year", (b) "Winter Semester", and (c) "Summer Semester." Each semester commences at 08:00 a.m. on the "Move-in Day" and ends at 11:00 a.m. on the earlier of (i) the day following the completion of the Resident's last examination of the semester, or (ii) the "Move-out Day." The Academic Year consists of two Institution semesters, the "Fall Semester" and the "Winter Semester." The Term of the Academic Year does not continue during the time in between the Fall and Winter Semesters, called the "Winter Break." Current residents must apply to Residence for each Summer Semester and new Academic Year, with acceptance determined by merit, academic, and/or lottery considerations. In addition, and without limitation, Residence acceptance may be denied as a result of any previous violations of this Agreement. The Resident must complete the residence application process for each term listed below. A new Student Residence Agreement will be issued to correspond with each term as per the Resident's current residence application.

TABLE 1: Terms	Start ("Move-In Day")	End ("Move-Out Day")	Total Days In Term
Summer Semester 2020	May 3, 2020	August 31, 2020	120
Academic Year 2020-2021	September 5, 2020	April 30, 2021	237
Winter Semester 2021	January 10, 2021	April 30, 2021	110
* Customized By Manager			

1.03 Winter Break. The Resident may apply to occupy a Room during the Winter Break period as detailed in **Table 2**. Winter Break applications will be made available to Residents by the Manager. Applications are due on or before **December 1 at 5:00 p.m..** If the Resident's application is approved, they may be required to pay a small fee (detailed in **Table 2**) for Winter Break occupancy before the beginning of the Winter Break. During the Winter Break there is limited supervision of the Residence, all services are reduced or suspended, and annual maintenance and renovations may occur. To ensure the safety and security of the Resident and the Residence facilities it is the intention of the Manager to limit the number of Residents staying during the Winter Break to a small number of individuals that demonstrate a significant need for Residence accommodations.

TABLE 2: Winter Break	Start	End	Winter Break Fee
Academic Year 2020-2021	N/A	N/A	N/A

1.04 Extended Terms. The Term of this Agreement may be extended by the Manager if the Resident applies in writing for an "Extension" in accordance with the Managers published policies about Term Extensions. Extensions are subject to availability. Priority will be given to Residents travelling from great distances, who demonstrate a special need, or who are enrolled in orientation or academic programs that begin early or continue beyond the Residence Term. Extensions may also be granted for any 'Early Move-In', 'Late Move-Out' or 'Summer Residence' programs offered by the Manager. Residents granted Extensions are subject to the fees detailed in **Table 3**. Any Resident found occupying a Room outside of the Term without approval from the Manager are subject to additional fees over and above those detailed in **Table 3**.

TABLE 3: Extended Terms	Start ("Move-In Day")	End ("Move-Out Day")	Fees
Summer Semester 2020	N/A	N/A	N/A
Academic Year 2020-2021	September 1 – 4, 2020	N/A	N/A
Winter Semester 2021	January 1 – 9, 2021	N/A	N/A
* Customized By Manager			$30/day

1.05 Acknowledgement of Services and Responsibility of the Manager. The Resident acknowledges that neither the Manager nor the Institution stands in loco parentis with respect to the Resident. The Residence provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow residents as opposed to residential care. The Manager is responsible for the maintenance and operation of the residence and adds additional levels of personal safety, security and social activities not present in other types of accommodations.

1.06 Pre-Conditions to Occupancy. The Resident may not occupy a Room, unless (i) the Resident is currently enrolled and maintaining status as a full-time student in good standing at the Institution; (ii) this Agreement is executed by all parties, with all information acknowledged on the Terms and Condition step on the My Housing Portal; (iii) the Deposit as to **section 2.02** is paid in full; (iv) all Residence Fees then due and payable are paid in full as stated in **section 2.03**; (v) and the Manager has designated a Room for the Resident.

1.07 Force Majeure. Notwithstanding anything in this Agreement, if either the Manager or the Institution is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement (including, without limitation, delivery of occupancy of the Room) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reasons whether of a like nature or not, which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay.

1.08 No Assignment. This Agreement and the rights and privileges granted to the Resident under it are not assignable by the Resident and the Resident may not sublet the Room. The Resident may not permit the use of the Room by any other person, other than a person designated by the Manager. The Room or Residence services/facilities including the mailbox, telephone, internet or data connection may not be used for any business use.

1.09 Scope. The terms of this Agreement apply to all Residents, for the entire duration of their stay, regardless if the dates of residency are outside of those listed in tables 1 or 2.

2. RESIDENCE FEES

2.01 Payment of Fees. All amounts payable by the Resident under this Agreement are payable to **"CLC Canadore"** and payment must be delivered to the Manager. All amounts payable under this Agreement may be paid by cash, certified cheque, bank draft, money order, debit, or online as designated by the Manager. Personal cheques will not be accepted. Academic results may be withheld and/or other academic sanctions are possible for failure to maintain an up to date financial account with the Residence.

2.02 Deposit. Prior to the Resident's first payment of Residence Fees, the Resident must pay a deposit (the "Deposit") to be held by the Manager and applied to the cost of repairing damage to the Room, any additional cleaning charges, and to any unpaid amounts owing by the Resident under this Agreement. The amount of the deposit is detailed in **Table 4**. Upon the termination of this Agreement, provided that there are no damage claims or unpaid amounts then owing, the Deposit will be refunded to the Resident as described in **section 8** of this Agreement.

2.03 Residence Fees. The Resident must pay the "Residence Fees" in accordance with the Rates and Payment Schedules detailed in **Table 4** for the right to occupy a Room during the Term. **Tables 2, 3 and 4** also detail additional Fees that the Resident is subject to, including the mandatory Residence Life

Activity Fee and the cost of Extended Terms. If a hard copy of this Agreement is required by the Manager, the Resident is required to select one of the payment schedule options, by initialing their desired option.

TABLE 4: Fees & Payments	
1.	The Deposit for the Academic Year is **$300.00.**
Summer Semester 2020 - Payment Schedule - Suite Style	
(a)	**$2,000.00** payable on or before **May 1, 2020**, at **5:00 p.m.**
(b)	**$2,000.00** payable as to **$500.00** on or before **May 1, 2020** at **5:00 p.m.** and as to **$500.00** on or before **June 1, 2020** at **5:00 p.m.** and as to **$500.00** on or before **July 1, 2020** at **5:00 p.m.** and as to **$500.00** on or before **August 1, 2020** at **5:00 p.m.**
Fall Semester 2020 - Payment Schedule - Suite Style	
(a)	**$2,200.00** payable on or before **August 1, 2020**, at **5:00 p.m.**
(b)	**$2,200.00** payable as to **$1,100.00** on or before **August 1, 2020** at **5:00 p.m.** and as to **$550.00** on or before **November 1, 2020** at **5:00 p.m.** and as to **$550.00** on or before **December 1, 2020** at **5:00 p.m.**
Academic Year 2020-2021 - Payment Schedule - Suite Style	
(a)	**$4,400.00** payable on or before **August 1, 2020**, at **5:00 p.m.**
(b)	**$4,400.00** payable as to **$1,100.00** on or before **August 1, 2020** at **5:00 p.m.** and as to **$550.00** on or before **the 1st of each month** at **5:00 p.m.**
Winter Semester 2021 - Payment Schedule - Suite Style	
(a)	**$2,200.00** due **December 1, 2020** at **5:00 p.m.** or if accepted after **December 1, 2020** payment is due **immediatel**y.
(b)	**$2,200.00** payable as to **$1,100.00** on or before **December 1, 2020** at **5:00 p.m.** and as to **$550.00** on or before **March 1, 2021** at **5:00 p.m.** and as to **$550.00** on or before **April 1, 2021** at **5:00 p.m.**
Customized By Manager 2020-2021 - Payment Schedule	
(a)	**$**_____, payable on or before _____, **20**___ at **5:00 p.m.** or
(b)	**$**_____, payable as to **$**_____ on or before _____, **20**___ at **5:00 p.m.** and as to **$**_____ on or before _____, **20**___ or
(c)	**$**_____, payable as to **$**_____ on or before _____, **20**___ at **5:00 p.m.** and as to **$**_____ on or before _____, **20**___ at **5:00 p.m.** and as to **$**_____ on or before _____, **20**___ at **5:00 p.m.** and as to **$**_____ on or before _____, **20**___ at **5:00 p.m.**

2.04 Non-Student Rates. The Residence Fees payable under this Agreement are a special student rate for full-time students of the Institution. If the Resident ceases to be a full-time student of the Institution, and wishes to continue to occupy a Room: (i) the Resident must deliver a written request to the Manager no later than two (2) business days after ceasing to be a full-time student of the Institution, which the Manager may accept or reject in its sole and unfettered discretion, and (ii) if the request is accepted by the Manager, the Resident must pay within two (2) business days of receiving notice of that acceptance (a) any unpaid Residence Fees (whether or not otherwise due) and (b) a supplementary fee equal to the difference between (1) the product of the number of days remaining in the Term as of two (2) business days after the date on which the Resident ceases to be a full-time student of the Institution and the daily conference rate then charged by the Manager for rooms in the Residence, minus (2) the Residence Fees.

2.05 Interest. Any amount payable by the Resident under this Agreement which is not paid may be sent to a third-party collection agency. In lieu of interest charges, the Manager may choose to implement a late payment fee.

2.06 No Waiver of Fees. Nothing in this Agreement, nor any entry or repossession of the Room by the Manager releases the Resident from any liability for the payment in full of all amounts payable under this Agreement for the Term.

3. RESIDENCE PROCEDURES

3.01 Move-In Procedure. The Resident must follow all move-in times, dates and procedures outlined by the Manager. The Resident will be notified of the date and time that the Resident may move into the Room. If the Resident wishes to move-in prior to the scheduled move-in day, the Resident may do so at the Manager's then posted nightly rate and subject to availability (detailed in **Table 1 & 3**). Care is to be exercised in moving-in heavy objects to avoid damage to floor coverings, walls, doors and frames and any other part of the Residence. The Resident shall be responsible to pay forthwith to the Manager the cost of any damage to the Room or the Residence arising from the move-in.

3.02 Move-Out Procedure. Prior to either (i) the expiry of the Term, or (ii) the date on which the Resident is to vacate the Residence (detailed in **Table 1** & **3**), the Manager, or designate, can be requested in advance by the Resident to complete a visual inspection of the Suite to view the state of cleanliness and repair. If no request to inspect the suite is made by the Resident, the inspection will take place once the Resident has vacated the suite. In the event the Resident chooses to have the inspection completed prior to vacating the suite, the Manager, or designate, will inspect the suite and inform the Resident of potential damage and/or cleaning charges and outline what steps the student may take to mitigate charges. On vacating, all garbage and belongings of the Resident must be removed, and the suite must be cleaned to the point of restoring the suite to its original condition. Once the Resident has vacated, the Manager, or designate, will complete a documented visual inspection of the Suite. In the event deficiencies are found, the cost of cleaning the suite and restoring it to its original state may be deducted from the Resident's original Deposit. There is a minimum cleaning charge of **$25.00** and damage charges will be billed accordingly at the cost of restoring the suite to its original condition. Any items left behind by the Resident will be immediately discarded; the Residence shall not be liable to the Resident for any loss of property as a result. As with the "move-in procedures", care must be exercised to avoid damage to doors, frames, walls, floor coverings and any other part of the Residence. The Resident is financially responsible to pay forthwith for any damage caused on moving out of the Residence.

3.03 Roommates. The Resident may be notified prior to move-in the name and contact information of their roommate (and vice-versa). This disclosure is to enable the roommates to get acquainted and to arrange bringing common supplies to the Residence. Roommate changes may be requested for cause at any time. The Manager's first priority is to try to mediate any dispute between roommates. If a roommate change is required roommates may be moved to different Rooms (subject to availability within the Residence and to the Manager discretion), unless another Agreement can be reached amongst all parties involved.

3.04 Room Reassignment. The Manager may in its sole and unfettered discretion, relocate the Resident to another Room upon 48 hours advance written notice. The Resident agrees to comply with the terms of any relocation notice and to remove and relocate the Resident's property to the Room designated in the relocation notice. If the Resident does not remove and relocate the Resident's property as set out in the relocation notice, then the Manager may remove and relocate the Resident's property (whether or not the Resident is present at the time), at the Resident's expense, without further notice and without liability to the Manager for any damage to or loss of the Resident's property.

3.05 Deliveries and Solicitation. The Manager may control access to the Residence for deliveries. The Manager may allow reasonable access to political candidates or their representatives for the purpose of canvassing for support and delivering pamphlets.

3.06 Lost Keys, Lock Outs. The Resident will be responsible for the cost of replacing lost keys (e.g., room key, mailbox key, etc.) at a cost determined by the Manager, to a maximum of $20.00 per key. If the Resident is locked out of the Resident's Room, the Resident will pay a fee for letting the Resident into the Room, to a maximum of $5.00, or will be provided with a temporary key to be returned immediately after use. Failure to return a temporary card in the time allotted will result in a replacement fee to a maximum of $20.00.

4. RESIDENCE FACILITIES, MAINTENANCE AND SERVICES

4.01 Responsibility for Damages. Within 24 hours of taking possession of the Resident's assigned Room, the Resident must complete a "Room Inspection Report", listing all damage to and deficiencies in the Room and its furnishings, fixtures and equipment. At all times during the Term, the Resident must maintain the Room and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession of the Room is given to the Resident (or if the Manager repairs any damage or deficiency noted in the Room Inspection Report, to the same standard and condition as exists after repairing that damage or deficiency), subject to typical wear and tear. The Resident and any other person sharing a Room with the Resident are jointly and individually liable for any damage to or deficiency in the Room and its furnishings, fixtures and equipment, other than damage and deficiencies noted in the Room Inspection Report which are not repaired by the Manager. The Resident must give the Manager prompt written notice of any accidents, damage or malfunctions of any kind to the Room or its furnishing, fixtures and equipment. The Resident shall keep a copy of each such notice.

4.02 Liability of Resident. The Resident is liable for any damage to the building structure, fittings, fixtures, finishes, furniture and equipment comprising the Resident's Room, except only if such damage is caused by the proven negligence of the Institution or the Manager. The Resident is liable for any damage to the building structure, fittings, finishes, furniture and equipment beyond the confines of the Resident's Room should the damage arise from the negligence or willful act of the Resident. The Manager and the Institution do not assume any responsibility for personal property that is lost, stolen or damaged from any cause. The Resident is strongly encouraged to obtain insurance to cover the above liabilities. Residence does not purchase such protection for personal property. The Resident must also take positive steps to ensure their safety by locking Room doors, and ensuring that only authorized persons enter their Room, suite and/or the building.

4.03 Damages to Common Areas. Residents are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. The Resident may be held financially responsible for damage to any part of the Residence (interior/exterior common areas) if the resident, or guest of the Resident is found to be directly or indirectly involved in said damage Common areas include and are not limited to; the corridors, lounges, laundry rooms, stairwells, the exterior of Room doors, parking lots and any other public areas of the Residence. All charges for damages to common areas in residence that cannot be traced to those directly responsible will be split equally among the occupants of the building, wing, floor, or section of the residence deemed fair and appropriate by the Manager.

4.04 Room Entry. The Manager subscribes to the principle that Residents are entitled to enjoy a reasonable right to privacy in residence Rooms. However, the Resident acknowledges that the Manager is entitled, without notice and without the Resident being present, to have authorized staff, the Institution's security services, emergency services, or the police enter the Room at reasonable times under the following conditions: (a) to provide repair and maintenance services as detailed in **section 4.05** of this Agreement; (b) to provide housekeeping services as detailed in **section 4.06** of this Agreement; (c) to ensure the safety and security of the Resident and/or when there is reasonable cause to believe an emergency situation has arisen; (d) during the Winter Break to provide routine maintenance; (e) when there is reasonable cause to believe that terms of this Agreement and/or the Residence Community Living Standards detailed in section 7.01 and/or the law is being violated. Authorized staff are supplied with a uniform and identification that is visible at all times.

4.05 Maintenance by the Manager. Throughout the Term the Manager will inspect, maintain, repair and replace elements of the Residence in order to keep the Residence in a good condition and state of repair, complying with health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

4.06 Housekeeping Service and Cleanliness. As part of housekeeping cleanliness, the Room will be inspected subject to availability. Should the Room be found in an unhygienic state, the Resident(s) will be given 24 hours to return it to a proper state, or it will be cleaned at the discretion of the Manager with a minimum charge of $25.00. The Resident shall, at all times during the Term, keep all parts of the Room clean, including and not limited to; floor coverings, doors, walls, ceilings, kitchenette appliances, counters, cupboards, faucets, sinks, furniture, glass, window frames, and other furnishing. Vacuums, brooms, and mops may be signed out at the front desk, subject to availability.

4.07 Limitation on Liability of Manager. Unless arising as a result of their gross negligence, the Manager and the Institution shall not be liable to the Resident for any loss or damage, however caused, to the property of the Resident or to the property of the Resident's guest(s) while in the Residence or on the lands on which the Residence is situated. Without limiting the generality of the foregoing, such property includes and is not limited to, vehicles and their contents and damage includes and is not limited to; damage caused by the failure of the plumbing or heating system or any other building system, defects in the structure of the Building, water or snow penetration, exterior weather conditions, damage arising from any cause beyond the control of the Manager or Institution, and any damage or injury arising from the activities of employees, contractors or agents of the Manager and the Institution.

4.08 Heating of Room. Throughout the Term the Manager will provide a heating system sufficient to provide a comfortable temperature in the Room and will operate, maintain and repair that heating system. During any period in which the heating system is not functioning to the standards set out above, the Manager will use commercially reasonable efforts, after receiving notice of the deficiency, to have the system repaired and functioning as soon as may be possible in the circumstances. In no event however, is the Manager liable to the Resident for any consequential illness or discomfort and the Manager shall not be deemed to be in default of its obligations under this Agreement, so long as it is using commercially reasonable efforts to have the system repaired.

4.09 Prohibited Items. Only refrigeration appliances supplied with the Room are to be used. No other refrigeration items are to be brought into the Room. In order for appliances to be used in the Residence, they must bear a visible serial number and a CSA or UL identification tag. Irons, toaster ovens, coffee makers, electric kettles protected by automatic "shut off" may be used. Appliances found in rooms that do not bear a CSA or UL identification tag will be removed by the Manager at the Resident's expense, without liability to the Manager for spoilage or damage to the appliance removed. The following are prohibited: open coil hot plates, deep fryers, indoor barbecues, fondues and the like; pets; candles, incense, lava lamps, halogen lamps, large musical instruments or noise producing devices such as subwoofers and PA systems, illegal substances, alcohol and illegal drug paraphernalia, single serving glass alcohol containers (i.e. beer bottles, coolers, etc.), novelty glass liquor bottles, and large common source containers (i.e. kegs, 60oz containers); weapons, replica weapons, or any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill.

4.10 Cable Television, Telephone & Internet Services. Neither the Institution nor the Manager guarantees the immediate availability of telephone service or cable television facilities. If the Resident wants additional cable television, telephone or internet service above and beyond those provided as "standard" in the Residence, the Resident must submit full details to and request and obtain the prior written approval of the Manager and Institution. With respect to Internet Services, the Institution may at its discretion only allow either the standard provided service or the approved alternate service and not both at the same time (Residents will need to complete the Institution's standard forms issued by their IT department). Cutting of wiring, boring of holes, the use of wireless routers, routers, or switches are not permitted. Any unauthorized services or equipment may be removed by the Manager, at the Resident's expense, without notice or liability. All Residents are subject to the Institution's and/or Service Provider's current Internet, cable television and telephone enrolment and usage policies.

4.11 No Moving of Supplied Furnishings. All furnishings and equipment supplied with the Room shall remain in the Room for the duration of the Term. All furnishings, if rearranged, must be returned to their original position found at the commencement of the Term. No common area furniture is to be moved into the Room.

4.12 No Removal or Substitution. The Resident may not remove, alter or change any property in the Room which is provided on occupancy or at any other time during the Term, including and not limited to; furnishings, fixtures, equipment, television sets, appliances, window screens, floor coverings and any mattress covering. The Resident shall use all such items only for their intended purpose.

4.13 No Renovation or Installation. The alteration or renovation of the Residence facilities, furniture, fixtures, or equipment supplied in the Room is not permitted. The lock(s) provided by the Institution are the only locks to be used to secure the door to the Room. No other locks may be installed by the Resident and the Resident may not change the keying of the lock(s) which are provided. Unauthorized changes to temperature settings or duct or diffuser settings in the Room, and any attempt to make changes to the heating system in the Room are prohibited. The Resident may not install any electrical equipment which will overload the capacity of a circuit. Altering or otherwise tampering with electrical systems is prohibited. The Resident may not install furnishings or equipment of any kind (including and not limited to; shelving, light fixtures, audio or visual equipment, satellite dishes and radio or television antenna(e)), without the prior written consent of the Manager. If any such furnishing or equipment is installed without the Manager's consent, the Resident will immediately remove it after notice from the Manager, failing which the Manager may remove the furnishing or equipment at the expense of the Resident without further notice and without liability to the Resident for any damage to the furnishing or equipment so removed. The Resident is responsible to pay the costs of repairing all damage to the Room or Residence caused by the installation and removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent. The Resident also is liable for any damage to property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent.

4.14 Decorations. The only acceptable form of affixing items to walls is any fastening that does not cause damage to walls and must be removed by the Resident prior to move out, or be subject to removal charges. Spikes, hooks, screws, tacks or nails or any permanent adhesion type tape shall not be put into or on the walls or woodwork, ceilings, furnishings, doors or windows of any part of the Residence. Residents may not decorate the outside of their room door unless for special occasions approved by the Manager. Strings of indoor lights should not be in direct contact with any flammable materials and should not be left on while the room is unattended.

4.15 Parking. Residents must park vehicles in designated spaces only, as allotted by the Institution. The Resident shall affix to each vehicle's windshield such decal, label or other distinguishing marker as the Institution directs for identification. Residents parking cars or other motor vehicles in unauthorized areas without the payment of fees or without a formal written Agreement with the Institution may be charged with trespassing and, in addition, the vehicle may be removed at the Resident's expense without notice and without any liability by the Institution or the Manager for damages of any kind. Residents may not bring onto the Residence property any unlicensed or uninsured motor vehicle. If any vehicle become uninsured or has its license expire while parked on the Residence property, it must be removed by the Resident, failing which, after notice, the Institution may remove the vehicle at the Resident's expense, without any liability by the Institution or the Manager for damages of any kind. Bicycles must be stored or kept only in such locations that may be designated by the Manager. All vehicles and bicycles and their contents, if any, are brought onto the Residence property at the sole risk of the owner.

5. ROLE OF THE PRIMARY AND SECONDARY CONTACTS

5.01 Primary and Secondary Contact(s). The Resident, in executing this Agreement, is required to identify a "Primary Contact" and a "Secondary Contact". It is strongly recommended that these contacts are parents or legal guardians of the Resident. The Primary Contact serves as the individual that is contacted by the Manager if concerns or problems arise with the Resident, as detailed in **section 5.02** below. If the Primary Contact is not available, the Secondary Contact will be contacted.

5.02 Consent to Contact Primary and Secondary Contact(s). In most circumstances, Residents will be treated without reference to their parents, guardians or primary/secondary contacts (i.e. student conduct situations). However, the Manager or the Institution may contact the Primary or Secondary Contact at any time and for any purpose, including, without limitation, to advise the them of (i) any accident or injury to the Resident, (ii) overdue financial payments, (iii) termination of this Agreement, and/or (iv) any situation where the Resident may cause harm to themselves or to another, or (v) if the Resident is placed on Residence Probation or issued any behavioural contract or Eviction by the Manager. The Manager or the Institution may disclose the Resident's personal information in such communications, and the Resident hereby consents to this disclosure.

6. FREEDOM OF INFORMATION

6.01 Freedom of Information. "I consent to the Manager and the Institution collecting and disclosing to each other personal information about me concerning any misconduct or alleged misconduct by me, or any misconduct of others reported or witnessed by me, for the purpose of the Manager and the Institution using that personal information to administer their respective rules of conduct and disciplinary proceedings. Such information includes, and is not limited to, my grades in school, my academic status, any alleged misconduct by me, my response to such an allegation, the substance and status of any disciplinary proceedings and the penalty, if any, imposed. Personal information includes, and is not limited to the Institution confirming to the Manager, my status as a full time student, academic status, federal loan status, and provincial loan status for the purpose of room allocation. Personal information also includes, but is not limited to access my official college identification number and photograph in order to verify my identity for the facilitation of services and for investigations that are being conducted by the Manager or the Institution." For the purposes of this consent, the Manager and the Institution include their officers, employees and security contractors who have a reasonable interest in receiving the personal information.

6.02 Activity Waiver. On an on-going basis, the Institution and/or the Manager arranges a number of social, sporting and other activities for residents of the Residence, both in the Residence building and at other on-campus and off-campus locations (individually, an "Activity" and collectively, the "Activities"). Activities may have inherent risks associated with participation in them. Participation in all Activities is completely voluntary and the

Resident may elect not to participate in any Activity. The Resident specifically acknowledges that in the event that the Resident elects to participate in any Activity, (i) the Resident is warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury, (ii) the Resident has voluntarily elected to participate in the Activity notwithstanding those risks. The Resident acknowledges and assumes all risks of personal injury and all other hazards (i) arising from or related in any way to participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity and the Resident agrees that the Institution and the Manager and each of their respective officers, directors, shareholders, employees and agents (as applicable) are expressly released and forever discharged by the Resident from all claims of any nature or kind whatsoever (i) arising from or relating to the Resident's participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity.

6.03 Photograph Waiver. The Resident grants permission to the Institution and/or the Manager to use photographs or videotapes taken of the Resident in or about the Residence for use (i) in advertising, direct mail, brochures, newsletters and magazines relating to the Institution, the Manager or the Residence, (iii) in electronic versions of the same publications or on web sites or other electronic form or media relating to the Institution, the Manager or the Residence, and (iii) on display boards within the Residence or the Institution, all without notification. The Resident waives any right to inspect or approve any finished photograph or videotape or any electronic matter that may be used in conjunction with a photograph or videotape now or in the future and waives any right to royalties or other compensation arising from or related to the use of any such photograph, videotape or electronic matter.

7. RULES AND REGULATIONS

7.01 Residence Community Living Standards. The Residence Community Living Standards ("RCLS") forms a part of this Agreement. It details the rights, responsibilities, and privileges of Residents as well as the residence conduct process. Each Resident is responsible for reading, understanding, and adhering to the terms outlined within the RCLS. The Manager and the Institution may amend the terms of the RCLS from time to time and may post the amendments in the Residence. Failure to abide by the RCLS may result in eviction from Residence and termination of this Agreement as per the violations and sanctions outlined in the RCLS, and as stated in **section 8.01(d)**. The RCLS can be found online at: **www. canadoreresidence.ca.**

7.02 Institution Standards. Residents are also responsible for reading, understanding and adhering to the academic and non-academic policies and procedures that have been established by the Institution, including the Code of Conduct and its penalties.

8. TERMINATION AND CANCELLATION

8.01 Termination by the Manager. This Agreement may be terminated by the Manager if: (a) the Resident fails to check into their assigned Room within five (5) days of the first day of the Semester; (b) the Resident abandons their Room as detailed in **section 8.03** of this Agreement; (c) the Resident decides not to accept the Room they were assigned, or any alternate rooms offered to them during the course of this Agreement; or (d) the Resident violates any of the terms of this Agreement, including violations of the Residence Community Living Standards or Institution Standards. Written Notice of Termination of Residency will be delivered to the Resident, and if necessary, the Manager may notify the Primary or Secondary Contact by phone or e-mail of the termination of the Resident's residency. If the Resident is unavailable to receive service of the notice in person, then delivery of the notice to the Resident's Room shall be deemed proper service and delivery. The Resident will be allowed 24 hours from the date and time of delivery of the Notice of Termination of Residency to fully vacate and remove all personal belongings from the Residence.

8.02 Termination or Cancellation by the Resident. Cancellations occur prior to the Resident occupying the Room. If the Resident wishes to cancel this Agreement or their residence application, the Resident must notify the Manager in writing via the online residence cancellation process prior to occupying the Room. Withdrawals occur after the Resident has occupied the Room. If the Resident wishes to withdraw from Residence, the Resident must complete a Residence Withdrawal Form and return it to the Front Desk within 5 business days of the anticipated departure date. Please note that the Residence operates independently from the Institution and if the Resident cancels their application or enrolment at the Institution, they will also need to cancel their Residence application. Refunds will be issued by the Manager as detailed in **section 8.06**.

8.03 Abandonment. If the Resident vacates the Room for a period greater than 15 days prior to the expiry of the Term without the Manager's prior Agreement, the Room will be deemed abandoned by the Resident. In that event, the Manager may (i) repossess the Room without liability to the Manager, and (ii) enter into an Agreement for the occupancy of the Room with a third party.

8.04 Termination Procedures. Upon the termination of the privileges of this Agreement, the Resident shall vacate the Room within the time frame given, and deliver to the Manager vacant possession of the Room together with all of the furnishings, fixtures, appliances and telephone of the Residence, and the furnishings and fixtures shall be in good condition, with reasonable wear and tear excepted. The Resident will follow the Move-out Procedures explained in **section 3.02** of this Agreement and all additional directions communicated by the Manager.

8.05 Failure to Vacate. If the Resident does not vacate the Residence on the expiry or early termination of this Agreement, (i) the Resident is liable for any financial loss sustained or incurred by the Institution or the Manager, and (ii) the Manager may remove the property of the Resident from the Room (whether or not the Resident is present at the time), and place the property in temporary storage in a location in the Residence of the Manager's choice, at the Resident's expense, without notice to the Resident and without liability to the Manager for any damage to or loss of the Resident's property.

8.06 Refund Procedures. Upon the termination of this Agreement or residence application by the Resident, as detailed in section 8.02, the Residence may be entitled to a partial refund of Residence Fees, without interest, within eight (8) weeks of the Resident vacating the Residence or cancelling their

residence application. The refund will be in the form of a cheque mailed to the Resident's permanent address on file in the Resident's name only. If a student requires a cheque to be reissued as a result of the resident not providing an updated address prior to vacating residence and/or canceling their residence application, a charge of $50 may be applied. Refunds are issued based on the following:

8.06 (a) All Applications/Agreements (Detailed in Table 5)

(i) If the Resident's written cancellation request is received by the Residence Manager on or before **Deadline 1,** whether the Resident has been accepted into Residence or not, the Resident will receive a full refund of the Resident's Deposit and any Residence Fees paid to date.

(ii) If the Resident is on the wait list for Residence and the Residence Manager receives a written cancellation request before the Resident is accepted to Residence, then the Resident will be refunded the full Deposit.

(iii) If the Resident is on the wait list and a space becomes available, the Resident will be offered a space in Residence and asked to confirm the status of the Resident's Residence acceptance within 24 hours. After confirmation to the Residence, all regular cancellation policies and payment deadlines apply.

(iv) If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request after **Deadline 1,** but within 30 days of the first day of the Term **(Deadline 2),** then the Resident will forfeit their Deposit, but will receive a full refund of any Residence Fees paid to date.

(v) If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request on or after the first day of the term **(Deadline 3)** then the Resident will be Required to pay all residence fees related to the registered term, up to 4 months of fees.

TABLE 5: Refunds, Cancellation Fees, and Deadlines
Late applicants will be subject to the same cancellation deadlines outlined below. The cancellation date is the date the student vacates the Residence.

Terms	Deadline 1	Deadline 2	Deadline 3	Deadline 4	Deadline 5

Summer Applications & Agreements	**Date**	Cancellations received 31 or more days before the advertised move in date	Cancellations received within 30 days of the advertised move in date	Withdrawals received on or after move-in day		
	Fee	Full refund of Deposit and Residence Fees.	Forfeit Deposit.	Required to pay all residence fees related to the registered term, up to 4 months of fees.		
Academic Year Application & Agreements	**Date**	Cancellations received 31 or more days before the advertised move in date	Cancellations received within 30 days of the advertised move in date	Withdrawals received on or after move-in day		
	Fee	Full refund of Deposit and Residence Fees.	Forfeit Deposit.	Required to pay all residence fees related to the registered term, up to 4 months of fees.		
Winter Applications & Agreements	**Date**	Cancellations received 31 or more days before the advertised move in date	Cancellations received within 30 days of the advertised move in date	Withdrawals received on or after move-in day		
	Fee	Full refund of Deposit and Residence Fees.	Forfeit Deposit.	Required to pay all residence fees related to the registered term, up to 4 months of fees.		

8.07 Payment after Notice of Termination. The Manager's acceptance of any payment of arrears or of any other payment for the use or occupation of the Room, after delivery of a notice terminating this Agreement to the Resident, does not operate as waiver of a notice of termination, nor reinstatement of this Agreement.

8.08 Binding Effect. Each reference in this Agreement to the Manager, the Institution, and the Resident includes their respective heirs, estate trustees, legal representatives, successors and assigns, as applicable.