

HUMBER RESIDENCE AGREEMENT - SUMMER 2017

TERMS AND CONDITIONS

1.0 INTRODUCTION: This Agreement governs the relationship between **Humber Students, University of Guelph-Humber Students, and Students from other recognized post-secondary institutions with a current and valid Student Card** (who complete the Residence application (the “Resident(s)”) and Humber Institute of Technology and Advanced Learning (“Humber”) regarding the provision of Accommodation at Humber North Residences and Humber Lakeshore Residence (“Residence” and collectively, “Residences”).

The submission of a Residence Application form indicates that the student has read and understood the conditions of the Residence Agreement and its related documents as a condition of applying to and, if accepted, living in Residence at Humber Institute of Technology and Advanced Learning (“Humber”). The Resident agrees that the Terms and Conditions of the Residence Agreement, Student Residence Handbook, Residence Code of Conduct (bound by Humber’s Code of Student Conduct), and HCnet policy are effective and binding legal obligations that are enforceable.

2.0 CONTRACT TERM: The term of this Agreement will be in effect from the check-in and check-out dates selected in your summer application as long as they fall in between April 29, 2017 to 10:00am on **August 22, 2017**. If your selected dates do not fall between the above dates, the Residence Office will modify your check-in and check-out dates to meet the date conditions and will be reflected in your Residence Room Offer email. This agreement will also apply to any extension of the dates originally selected. All extension requests must be sent to the Residence Office at North resmail@humber.ca or Lakeshore lakeresmail@humber.ca.

2.1 Scheduled Summer Power Shutdown: We will be conducting a power shutdown for inspection and repairs to the high voltage systems at residence on Sunday, May 28, 2017 from 7:00am to 6:00pm at the North Campus and on Sunday, June 4, 2017 from 7:00am to 6:00pm at Lakeshore Campus. Only emergency power will be available during this time frame. We recommend that residents make plans to be out of their rooms during this time. Any additional power shutdowns scheduled outside of the dates mentioned above will be communicated prior to the shutdown.

2.2 Limited to Term of Occupancy: The Residences and the Room are not intended for year round occupancy. This Agreement is for the provision of short term summer accommodation only. A Resident may submit a Residence Application for a subsequent term or terms, but such application is not guaranteed to be provided with accommodation on the basis of previous occupancy in the Residences.

2.2 End of Semester Check out Time: This Agreement is not a guarantee for continued occupancy in Residence beyond 10:00am on August 22, 2017. If the Resident wishes to continue to stay in Residence for subsequent semesters, the Resident must apply and meet the eligibility criteria.

3.0 ELIGIBILITY: To be eligible to live in Humber Residence for the summer term, the resident must:

- a. Have a valid, current student ID card from a recognized post-secondary institution,
- b. Have just completed full-time studies in the current year, or be **returning** to full-time studies in the fall of the current year

3.1 Eligibility for Subsequent Semesters: To be eligible for Residence admission for Residence accommodation for subsequent semesters, the following requirements must be met:

- a. The Resident must have an offer of academic admission from Humber or the University of Guelph-Humber as a full-time student and must be registered accordingly.

- b. The Resident must maintain full-time enrollment status throughout the term and be in good standing to remain in Residence.
- c. The applicable \$500 residence deposit must be paid at the time of application.
- d. The Resident must not have been previously banned from living in/visiting residence and must have a clear record of conduct in residence.
- e. All outstanding fees and/or fines must be paid in full.

4.0 RESIDENTIAL TENANCIES ACT NOT APPLICABLE: The Resident understands the provision of the Residential Tenancies Act 2006, S.O. 2006, c.17, does not apply to Residence accommodation.

5.0 RESIDENCE FEES: The Resident agrees to pay the Residence Fees for the session identified in the 'Residence Fee Schedule' below:

Room Style	Room Fee	Due
Single - monthly May, June, July	\$660/month	April 15/May 26/ June 26, 2017
Single - monthly August	\$452	July 26, 2017
Single - May-August full summer prepaid (10% discount)	\$2210	April 15, 2017
Suite - monthly May, June, July	\$800/month	April 15/May 26/ June 26, 2017
Suite - monthly August	\$548	July 26, 2017
Suite - May-August full summer prepaid (10% discount)	\$2650	April 15, 2017

Students who wish to stay less than one month will be charged \$30/night for suites and \$25/night for single rooms. Students who wish to stay for more than one month but are accepted into Residence AFTER the beginning of any month pursuant to 2.0, will be charged a pro-rated fee based on the monthly residence fees. Failure to make any scheduled payments may result in the cancellation of the Residence Agreement and the Resident could be required to vacate the room and the residence on seven (7) days' notice.

6.0 WITHDRAWAL AND TERMINATION OF RESIDENCE.

6.1 Withdrawal fee. If a Resident chooses to withdraw from the Residence for any reason, a \$100 Withdrawal Fee is charged for early termination of this agreement.

6.2 Refunds of the Residence fees: If a Resident chooses to withdraw from the Residence before the end of the agreement period as outlined in 2.0, the Resident will be responsible for the Residence fees until the day of withdrawal plus the \$100 Withdrawal Fee. The Withdrawal will not be considered complete and any applicable refund will not be processed until an official Residence Withdrawal Form is submitted. This form is located at humber.ca/residence/withdrawal-form. This is the only accepted method Residents may use to withdraw. Refunds will be calculated based on the daily rate of the monthly fees, regardless of whether the Resident paid the prepaid discounted rate.

6.3 Termination/Cancellation of Agreement. Humber Residence reserves the right to revoke the Residence Agreement if the Resident:

- a. Does not have a valid current student ID card from a recognized post-secondary institution. The Resident must have just completed full-time studies in the current year, or will be returning to full-time studies in the fall of the current year, **OR**
- b. Does not maintain full-time student status at Humber or Guelph-Humber. Residents are required to immediately advise the Residence Office to determine if they may retain their Residence accommodation if a change in their status as a full-time student occurs, **OR**
- c. Engages in conduct which is in violation of Humber or Guelph-Humber's Code of Student Conduct, the Residence Code of Conduct, Student Residence Handbook, or the HCnet Acceptable Use Policy that results in disciplinary action up to and including expulsion from Humber or Guelph-Humber. **OR**
- d. A Resident removed from Residence due to disciplinary reasons will be dealt with on an individual basis, and the decision of the Residence Manager, Student Residences, or delegate in respect thereto, shall be final and binding

on the parties hereto. Under some circumstances, the Resident could be required to vacate the Residence building immediately, if the Resident's conduct represents a risk to the safety, security or well-being of other Residents, as determined in the absolute discretion of the Manager of Residence Life, the Associate Director and their superiors.

6.4 Consequence for Not Paying Residence Fees. Failure to make any scheduled payments will result in the cancellation of the Residence Agreement and the Resident could be required to vacate the room and the Residence on seven (7) days' notice from the Residence Office.

6.5 Withholding Transcripts/Graduation: The Humber Institute of Technology and Advanced Learning and the University of Guelph-Humber reserve the right to withhold a Resident's transcripts and/or degree/diploma, until such time as all financial obligations of the Resident under this agreement have been satisfied.

6.6 Vacating the Residence: Any Resident who has withdrawn from Residence, or had his or her occupancy terminated shall vacate the Residence and room within 48 hours unless specified otherwise in the agreement.

6.7 Failure to check In: Failure to check in by 12:00p.m. noon on the first day of occupancy as outlined in 2.0 will result in the Residence agreement being cancelled.

6.8 Abandonment of Unit: The Resident acknowledges that a Resident's Room may be deemed to be abandoned where the Resident has, in the opinion of The Residence Office, vacated the Resident's Room and failed to respond to a Notice of Abandonment sent by The Residence Office. Abandonment is grounds for termination of the Resident's occupancy by The Residence Office and subject to the \$100 withdrawal fee.

7.0 ROOM ASSIGNMENT AND CONDITION

7.1 Room Assignment: Residents are assigned to a room by Humber Residences. While every effort will be made to accommodate the Resident's choice of room style, Humber Residences cannot guarantee a Resident's preferences will be met. Failure to meet a Resident's preferences does not absolve the Resident from any of the obligations contained herein.

7.2 Room Re-assignment: Humber reserves the right to relocate the Resident to an alternative location due to, but not limited to, suitemate incompatibility, emergency situations, threats to personal safety, construction, repairs or unforeseen events. The Residence Office has the responsibility to reduce losses in revenue and minimize expenses by filling vacant rooms during the term of the Residence contract. Residents living in suites must be prepared to welcome a new person to their suite or be relocated to another suite any time a vacancy exists.

7.3 Subletting Not Permitted: Rooms may only be occupied by the assigned Resident. Unauthorized occupation or "subletting" of a Room will result in eviction of the occupant and sanctions against the Resident.

7.4 Limitations in Providing Accommodation: The Residences do not have the facilities, resources or expertise to deal with serious behavioural, emotional issues or illness. When a Resident exhibits physical and/or psychological behaviour beyond the scope and expertise of what may reasonably be provided by The Residence Office, consultation with the Resident and other relevant Student Success and Engagement Services such as Counselling Services, Disability Services or others will take place. Where the behaviour and needs cannot be accommodated, The Residence Office may take action that can include, but will not be limited to: suspension from the residence, termination of the current (and future, if applicable) Residence Agreement, or restriction of future applications to Residence. This will only occur when other accommodations have been unsuccessful or where the severity of the behaviour demands immediate response.

7.5 Service Animals: Humber Residences acknowledges the rights of persons with disabilities to retain their service animal while living in Residence. In order to preserve the health and safety of all people and animals living or working in the Residence environment, the Resident will notify the Residence Office that they require a service animal and will provide documentation as outlined in the Accessibility for Ontarians with Disabilities Act confirming that the Resident requires the service animal. The Resident will also complete a Service Animal Agreement with the Residence Life Manager or designate, and agrees to adhere to the requirements within it.

7.6 Room Inventory Report. A Room Inventory Report must be completed through the Residence Portal within forty-eight (48 hours) of occupancy. This information will be retained by the Residence Office for the purpose of comparison to the move-out inspection form at the end of the Resident's term. Residents that fail to submit the Room Inventory Report, accept the accuracy of the records contained by The Residence Office. The Resident is responsible for

reporting any deficiencies within forty-eight (48) hours of occupancy, onto the Residence Portal under the Maintenance section: <https://myresidence.humber.ca/starrezportal>. Thereafter, the Resident will be responsible for any repair charges assessed for damage to their room.

- 7.7 Move-out Condition.** The Resident agrees to leave their room in a condition that is at least equal to the condition of the room when they moved in. All furniture in the room must be returned to its original location and position or the Resident will be subject to additional charges on the Resident's student account. Inspections will be completed by Residence Staff after the Resident has moved out. If the unit is not thoroughly cleaned prior to leaving and/or if damages are present, the Resident will be charged accordingly.
- 7.8 Cleanliness of Room.** The Resident must maintain their unit in a clean and orderly condition in accordance with building, and health and safety standards and regulations. Regular cleaning inspections will be done by Residence Staff. If the unit is found to be in poor condition, the Resident will have 24 hours to remedy the situation. Should the room fail re-inspection, Residence Staff will be dispatched to clean the room and the Resident will be charged a minimum \$100 cleaning fee. Repeated infractions may affect residency. All Residents occupying a suite are jointly and severally responsible for missing items, damages to or cleaning required for shared areas within the suite. The shared areas include the kitchenette and bathroom.
- 7.9 Pest Policy:** The Resident agrees that should the Resident suspect the presence of pests, including bed bugs in the Resident's room, the Resident must notify The Residence Office immediately. The Resident will not be relocated as this may result in the transfer of pests to a new room. The Resident will receive no reduction in Residence fees. There will be inspections of all rooms for pests by contracted specialists possibly using canine units at least once during the summer. All Residents must co-operate in the inspection of their rooms and the treatment process, as detailed online at <http://residence.humber.ca/content/pest-control>.
- 7.10 Removing Items from Room.** All furniture found in the Room must remain in the room and on Humber property for the entire term. There are no storage spaces in Residences.
- 7.11 Room Condition and Size.** Residence fees are charged based on room type. Adjustments to Residence fees will not be made based on room condition or the furnishings provided.
- 7.12 Common Areas and Common Area Standards.** Residents will be jointly and severally responsible for excessive mess, vandalism and damages that are not considered normal wear and tear in the common areas of the building. This includes the hallways, lounges, bathrooms, elevators, stairwells, laundry rooms, garbage rooms AND in the suite style accommodation, this includes the kitchenettes and washrooms. Costs for repairs, cleaning, or replacement of Humber property will be assigned to each Resident as determined by Residence Staff. All Residents are expected to participate in maintaining a standard of cleanliness and repair which constitutes a hospitable and civil environment for everyone.

8.0 RESIDENCE COMMUNITY STANDARDS

- 8.1 Documents Governing Conditions, Guidelines and Policies.** The Resident acknowledges that the rules, regulations and policies outlined in the Student Residence Handbook, the Residence Code of Conduct, HcNet Acceptable Use Policy, and the Humber and/or Guelph-Humber Code of Student Conduct, form part of this Agreement. The Resident agrees to abide by the policies outlined in these documents.

Humber Residences have the authority to impose sanctions for violation of the Residence Code of Conduct. Humber Residences may also refer the matter for investigation and adjudication under the Humber Code of Student Conduct and/or HcNet Acceptable Use Policy. The Resident acknowledges responsibility for all sanctions levied including floor and individual fines. Humber may evict should a Resident be found to have violated the Residence Code of Conduct. These offences include but are not limited to: violence, assault, harassment and use of a weapon; the use or possession of illegal substances, including marijuana; open flames/burning are prohibited in Residence, including but not limited to starting a fire, smoking or burning incense/candles in Residence; tampering with life safety equipment; accessing a restricted area.

- 8.2 Inappropriate Behaviours.** If a Resident engages in harmful behaviour, or behaviour that is reasonably perceived to be a threat to himself or herself, or to others; compromises his or her personal safety (including but not limited to underage drinking, drug use, abusive behaviour) that causes damage to the property of the Residence or others, or where a pattern of behaviour by a Resident is sufficient to create significant disruption to the Residence community, the Residence Office reserves the right to terminate the occupancy of the Resident.

Where such behaviours are the result of a disability, the Residences recognizes its obligation to provide accommodation short of undue hardship. Where a Resident exhibits physical and/or psychological behavior beyond the scope and expertise of what may reasonably be provided by the Residence, consultation with the Resident and other relevant Student Success and Engagement Services such as Counselling Services, Disability Services or others will take place. Where the behaviour raises safety concerns; risk of damage to the property of the Residences or others, or otherwise compromises the experience of other Residents, The Residence Office may take action that can include, but will not be limited to: removal of the individual from the Residences, termination of the Residence Agreement and/or restriction of future application to Residence, depending on the particular circumstances of the case.

8.3 Notifying Emergency Contact. Regardless of the age of the Resident, the Residence Life Manager, or delegate, may contact the Emergency Contact as provided by the Resident through the Residence application process, in the event serious illness, injury or hospitalization, or in the event of a concern regarding the Resident's safety.

8.4 Fire and Emergency Response and Evacuation. All residents and guests of residents are required to evacuate the Residences upon hearing a fire alarm and/or when an emergency situation requires evacuation. Residents requiring assistance in evacuating must advise the Residence Office upon move-in. Residents must participate when fire drills take place through the year and are required to proceed to the designated assembly point where additional instructions will be provided. Residents are required to follow the Fire Safety Procedures outlined in the Student Residence Handbook.

8.5 Commercial Activity Prohibited. Residents are not permitted to engage in any commercial activity in Residence rooms or common areas.

9.0 TELECOMMUNICATIONS:

The Resident acknowledges that the submission of a Residence application indicates that the Resident agrees to receive electronic communications from Humber Residence. Basic Humber Resnet will be available at no additional cost to the Resident. Resnet should be interpreted as a shared resource with weekly usage capped on external sites. The Resident acknowledges and agrees that Humber shall not be responsible for any loss, cost or liability resulting from any interruption in delivery of telecommunication services to the Resident. The Resident acknowledges and agrees to abide by the HCnet Acceptable Use Policy (<https://its.humber.ca/aboutus/aup/>). Residents are not permitted to run cable outside their rooms.

10.0 GENERAL

10.1 Indemnity: Humber and/or Guelph-Humber shall in no way whatsoever be liable or responsible directly or indirectly, for any loss or theft of personal property, or for damage or destruction of such property by fire, water or other causes, (e.g. Loss of utilities) however caused, to any property belonging to or owned by the Residents, guests or to any other person while such property is located upon Humber and Guelph-Humber premises. Humber and/or Guelph-Humber shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by a Resident or his or her guests or visitors who may be upon Humber and Guelph-Humber property.

10.2 Personal Property: The Resident is responsible for ensuring the Resident has sufficient personal insurance to cover any damage to or loss of belongings or personal injury, including Resident's guests. Residents can often obtain coverage through a "rider" on the family's tenant or home insurance policy, which should include liability coverage for injury or damage caused by the Resident. In addition, Humber is not responsible for replacing any food that may be lost or spoiled due to a refrigerator failure or power interruption.

10.3 Force Majeure: To the extent that Humber is unable to fulfill or is delayed or restricted in fulfilling its obligations under this Agreement by any cause beyond its control, Humber shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensations as a result thereof. Without restricting the generality of the foregoing, Humber shall not be responsible for failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by Humber, and/or any other form of job action or labour unrest, or due to unforeseen events, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, acts of war or terrorism, governmental legislation or other unforeseen developments.

10.4 Entry. Humber Residences reserves the right to enter rooms without notice for housekeeping or maintenance related issues or inspections, to maintain safety and security or to uphold the Student and Residence Codes of Conduct, in the

event of an emergency or concern of a potential emergency, or to disengage any device which may be operating in the Resident's absence (i.e. radio alarms) and which may impact other Residents' right to quiet enjoyment of their premises. Humber Residences agrees to provide 24 hours' notice whenever possible. As the summer season is when the majority of maintenance is completed, Residence staff will require access to all rooms to complete a series of tests and inspections during the May – August period. 24 hours' notice will be provided for scheduled entries.

10.5 Renovation and Construction. Humber reserves the right to perform renovations or major repairs at any time of the year, however the May – August period is when the majority of this work is done. Every reasonable effort will be made to advise Residents of the renovations and/or construction activities.

10.6 Residence ID Card/Guest Cards. The Residence ID Card/Dining Plan Card remains the property of Humber Residences and shall be returned upon request or upon termination of occupancy. The Resident shall be responsible for safeguarding the Residence Key Card/Dining Plan Card. Residents will be subject to replacement fees for lost or damaged cards. The Resident agrees not to allow copies to be made of the Residence ID Card or Residence Guest Cards, provided by the Residence Office and understands this is subject to sanctions. Residents are responsible for guests, and are subject to sanctioning if the guests are in possession of a copied Room Key or guest card.**10.7 Items Left Behind.** Property left in Residence longer than 48 hours after the Resident has moved out is considered to be abandoned and will be removed at a charge to the Resident. The Residence Office does not accept responsibility for the storage or safekeeping of any property abandoned in Residence and will not compensate for items that have been discarded. Humber Residences are indemnified for any costs, damages or other expenses arising out of, or in any way connected with, the disposal of these items.**10.8 Providing Notice to Residents:** Any notice required to be given to a Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident's email address. The email address that the student supplies with the application to Humber or Guelph-Humber, is the one which will be used, unless The Residence Office receives an updated email address from the Resident through resmail@humber.ca for the North Campus Residences or lakeresmail@humber.ca for the Lakeshore Campus Residence. It is the responsibility of the Resident to check emails regularly.

10.9 Residents Under the Age of 18: Where the Resident is under the age of 18 years, the Residence Contract must be signed by the parent or legal guardian of the Resident. The undersigned parent or guardian of the Resident hereby acknowledges full responsibility and liability for the obligations of the Resident as provided for in this Agreement, including but not limited to, payment of all Residence Fees.

10.10 Online Electronic Acceptance of Residence Agreement: Submitting an online Residence Agreement through the Residence portal officially indicates that the Resident understands and agrees to the Terms and Conditions of the Residence Application, the Residence Agreement, the Residence Code of Conduct, the Student Residence Handbook, the Humber/Guelph-Humber Code of Student Conduct and the HcNet Policy