

HUMBER RESIDENCE AND DINING AGREEMENT 2015-16 TERMS AND CONDITIONS

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A) RESIDENCE AGREEMENT

1.0 PREAMBLE

Humber Residences maintains a strong tradition of respectful community living. The Residence Code of Conduct is based on the principles of common courtesy, individual accountability and responsible freedom. Living in Residence is a privilege and all Residents are expected to promote good citizenship and abide by the Residence and Dining Agreement and related documents at all times.

This Agreement governs the relationship between Humber Students and University of Guelph-Humber Students who complete the Residence application (the "Resident(s)") and Humber College Institute of Technology and Advanced Learning ("Humber") regarding the provision of Accommodation and Dining Plan at Humber North Residences and Humber Lakeshore Residence ("Residence" and collectively, "Residences").

The submission of a Residence application indicates that the student has read and understood the conditions of the Residence and Dining 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 and Dining Agreement, Student Residence Handbook, Residence Code of Conduct (bound by Humber and Guelph-Humber's Code of Student Conduct), and HCnet policy are effective and binding legal obligations that are enforceable.

- 1.1 Residential Tenancies Act Not Applicable:** The Resident understands the provisions of the Residential Tenancies Act 2006, S.O. 2006, c 18, does not apply to Residence accommodation.

2.0 CONTRACT TERM

Subject to 2.1, the term of this Agreement begins on Move In Day, as outlined in section 3.0 until 24 hours after the Resident's last exam, or 12:00p.m. noon on April 30, 2016 whichever comes first. The term of this Agreement excludes the Mid-Year Break (December 19- January 9 inclusive). If the Resident has been approved to live in Residence for the Fall 2015 for one semester, the Agreement ends 24 hours after the Resident's last exam, or 12:00p.m. noon on December 19, 2015 whichever comes first. If the Resident has been approved to live in Residence for the Winter 2016 for one semester, the Agreement begins on January 10, 2016 and ends 24 hours after the Resident's last exam, or 12:00p.m. noon on April 30, 2016, whichever comes first.

- 2.1 Mid-Year Break:** All Residents must vacate the Residence by 12:00p.m. noon on December 19, 2015. During the Mid-Year Break as outlined in section 3.0, the Residences will be closed. Residents with exceptional circumstances (e.g. International students who cannot return home) may apply to stay in Residence between December 19, 2015 and December 22, 2015, and between January 4, 2016 and January 10, 2016 at a nightly rate of \$20 per night for single style rooms and \$30 per night for suite style rooms subject to approval from the Residence Office. Residents will be able to access the form by mid-October and must be submitted to the Residence Office by no later than November 20, 2015. All Residents without exception must vacate their rooms by 10:00 a.m. December 22, 2015, until 10:00 a.m. January 4, 2016.
- 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 accommodation as stipulated in 2.0. A Resident may submit a Residence application for a subsequent term or terms, but there is no guarantee of accommodation on the basis of previous occupancy in the Residences.
- 2.3 End of Semester Check-Out Time:** This Agreement does not guarantee continued occupancy in Residence beyond the dates specified in this Agreement. A Resident may seek permission to remain past 12:00p.m. noon on their move out date, as outlined in 3.0, by submitting a request on the appropriate form available as of mid-March on the Residence website: humber.ca/residence. This form must be submitted by April 15, 2016. Such requests will be considered and determined by the Residence Office in its absolute discretion. Residents granted an extension past 12:00p.m. on April 30, 2016 are subject to paying a nightly rate for extra time granted and a change of room for such session may be required. If the Resident wishes to continue to stay in Residence for subsequent semesters, the Resident must apply and meet the eligibility criteria. A separate application to live in Residence for the summer will be available on the website humber.ca/residence in February.

3.0 IMPORTANT DATES

June 8, 2015:	Last day to cancel Residence application and be eligible to receive \$500 deposit refund
July 24, 2015:	First installment of Residence Fees due for Humber Residents \$500 deposit and first installment of Residence Fees are due for Guelph-Humber Residents
August 30, 2015:	Move In Day for First Year Residents
September 4, 2015:	Returning Residents may begin moving in
November 23, 2015:	Second installment of Residence Fees due
December 19, 2015:	Residents must leave for the Mid-Year Break by 12:00p.m. noon Move Out date for one semester Residents
January 10, 2016:	Residence re-opens after Mid-Year Break at 10:00a.m.
April 23, 2016:	Guelph-Humber Resident Move Out date by 12:00p.m. noon
April 23, 2016:	Humber Degree Resident Move Out date by 12:00p.m. noon
April 30, 2016:	Last day of Academic Year Residence operations Humber Certificate, Diploma and Graduate Certificate Resident Move Out date by 12:00p.m. noon

4.0 ELIGIBILITY AND WAIT LISTS

To be eligible for Residence admission, and to maintain eligibility for Residence accommodation, the following requirements must be met:

- The student 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.
- The student must maintain full-time enrollment status as defined by Humber or the University of Guelph-Humber throughout the term and be in good standing in terms of conduct, academics, and payment of all fees to remain in Residence.
- The student must not have been previously banned from living/visiting in residence.
- For Humber students, the applicable \$500 residence deposit must be paid at the time of application to residence. For University of Guelph-Humber students the \$500 residence deposit is due at the same time that the first installment of Residence Fees is due.

Students registered in full-time online or correspondence courses are not eligible for Residence.

- 4.1 Returning Resident Application Eligibility:** Returning Resident applicants refers to those students who have lived in residence previously. If a student has been enrolled at Humber or Guelph-Humber previously, but never lived in residence, the student is considered to be a First Year Applicant and may apply as such. Returning Residents are expected to be positive role models in the residence community and all eligibility criteria in 4.0 must be met.
- 4.2 Wait lists:** When the Residence is full and a wait list is created, applicants are assigned to a wait list position by the Residence Office. Should space become available, the applicant will be notified and the \$500 deposit will be due within two business days for offers made prior to July 24, 2015 and within one business day for offers made after July 24, 2015. Should students wish to remove their name from the wait list, they should cancel online at <http://humber.ca/residence/cancellation-form>
- 4.3 Conditions for Acceptance of Fall Semester Only Residents:** Students are eligible for a Fall semester contract only if the student has a clear record under the Code of Conduct, is in financial good-standing and under one of the following circumstances:
 - The student will fulfill the requirements for graduation during the fall semester, and has applied for winter convocation.
 - The student is enrolled in a College/University-operated study-abroad or exchange program for the winter semester.
 - The student is enrolled in a co-op program and has obtained College/University-supervised work-term employment for the winter semester.
- 4.4 Limitations in Providing Accommodation:** The Resident acknowledges that the Residence does not provide Assisted Living. 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 Residences, 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 Residence Agreement and/or restriction of future application to Residence. This will only occur when other accommodations have been unsuccessful or where the severity of the behaviour demands immediate response.

4.5 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 agrees to adhere to the requirements noted in the Service Animal Habitation Requirements policy found on the Residence Website at humber.ca/residence.

5.0 RESIDENCE FEES

Residence fees include accommodation from 8:00a.m. on Move In Day as outlined in Section 3.0, until 12:00p.m. noon on the day following the Resident's final first term exam in December 2015 or to the beginning of the Mid-Year Break on December 19, 2015, whichever is earlier; and from January 10, 2016 to 6:00p.m. on the day following the Resident's final exam in April 2016, or 12:00p.m. noon on April 30, 2016, the final day of the Agreement period, whichever is earlier. Residents who are offered a space in Residence AFTER September 11, 2015 for Academic Year or Fall Term, or after January 18, 2016 for the Winter Term, will be charged a pro-rated fee and the move in date will be stipulated in a separate email from the Residence Office.

The Resident agrees to pay the Residence and Dining Plan Fees for the academic session identified in the 'Residence Fee Schedule' below (depending on the option chosen on the Resident's application) on the dates indicated:

Room Style	Room Fee	Dining Plan	Total Fees	Deposit Due with Application	1 st Installment Due July 24, 2015	2 nd Installment Due November 23, 2015
Single	\$5,952	\$2,350	\$8,302	\$500	\$4,985	\$2,817
Single	\$5,952	\$2,850	\$8,802	\$500	\$5,485	\$2,817
Single	\$5,952	\$3,400	\$9,352	\$500	\$6,035	\$2,817
Single – one semester	\$3,199	\$1,175	\$4,374	\$500	\$3,874 (July 24 for Fall; November 23 for Winter)	
Suite	\$7,331	\$2,350	\$9,681	\$500	\$5,740	\$3,441
Suite	\$7,331	\$2,850	\$10,181	\$500	\$6,240	\$3,441
Suite	\$7,331	\$3,400	\$10,731	\$500	\$6,790	\$3,441
Suite – one semester	\$3,890	\$1,175	\$5,065	\$500	\$4,565 (July 24 for Fall; November 23 for Winter)	

The payments due at each due date for a full academic year (August 30, 2015 – April 30, 2016) should not be interpreted as payment by semester. Failure to pay the full residence fee payment by each of the dates outlined above will result in a late fee of \$75 per installment.

- 5.1 Deposits:** Residence deposits act as a down payment towards a student's total residence fees and are non-refundable and non-transferable after 5:00 p.m., June 8, 2015. Residence deposits will only be refunded after June 8, 2015 if the offer of admission has been rescinded by Humber or the University of Guelph-Humber.
- First year Humber students must pay the \$500 deposit through the Residence Portal at the time of application.
 - First year Guelph-Humber students must pay the \$500 deposit at the same time that the first installment of Residence Fees is due.
 - Guelph-Humber students who cancel after the deadline at 5:00 p.m. June 8, 2015, are still responsible for the \$500 deposit on their WebAdvisor accounts, even though these accounts are not activated for first year students until July.
 - Returning residents (both Humber and Guelph-Humber) will be required to pay the \$500 deposit within two business days for offers made prior to July 24, 2015 and within one business day for offers made after July 24, 2015.
- 5.2 OSAP Deferrals:** Humber Residents' OSAP funds will be directed to the Resident's personal bank accounts. Humber Residents and Guelph-Humber Residents whose OSAP funds were directed to their personal bank accounts will be responsible for paying Humber or Guelph-Humber no later than September 21, 2015 for the first installment and January 22, 2016 for the second installment. If, for any reason whatsoever, either the OSAP application is not approved, or only partial funding is approved, the Resident will be responsible for paying the deficiency to Humber or Guelph-Humber no later than August 24, 2015 for the first installment or December 21, 2015 for the second installment. Further, the Resident agrees to advise the Residence Office immediately upon becoming aware of any possible problem or delay in obtaining OSAP funding. Failure to pay the full residence fee payment by each of the dates outlined above will result in a late fee of \$75 per installment.
- 5.3 Tax Exemptions:** Ontario Universities and College Residences are tax-exempt and Residents are not charged taxes on Residence fees. As such, the Resident may claim only \$25 as the occupancy cost for the part of the year lived in Residence. If filing either a paper or an electronic income tax return, the Resident does not need to include receipts with the tax return. For that reason, Humber Residences does not provide tax receipts.

6.0 WITHDRAWAL AND TERMINATION OF RESIDENCE

6.1 Withdrawal fee: Residents who withdraw from Residence or are evicted, for any reason whatsoever, will be subject to a \$500 withdrawal fee.

6.2 Refunds of the Residence fees: Refunds of the Residence fees will only be possible under the following circumstances:

- a. **Medical Withdrawals:** If a withdrawal is required because of medical reasons, an official Residence Withdrawal Form must be submitted. The form is located at humber.ca/residence/withdrawal-form. This is the only accepted method Residents may use to withdraw. The Resident must also provide a medical certificate to the Residence Office. Such application for withdrawal will be considered and determined by the Residence Office in its absolute discretion. The Resident will be charged a \$500 Withdrawal fee and the refund, if approved, will be prorated to the date the room is vacated. A room is only considered vacated after the Resident hands in the Residence ID/access card and provides a copy of a supporting piece of documentation to the Residence Offices.
- b. **Voluntary Withdrawals:** If a Resident chooses to withdraw from the Residence for any other reason, a \$500 Withdrawal Fee is charged for early termination of this agreement. In addition, the Resident will also be responsible for the Residence room fees unless Humber Residences are able to rent the room to another student who is not already residing at Humber Residences and who meets the admissions requirements. The Withdrawal 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. The Withdrawal must be submitted thirty days in advance of the actual move out and the refund, if approved by the Residence Manager, will be prorated to the date that the room is re-occupied by a new Resident selected by the Residence office, to a maximum of 30 residence nights.
- c. **No refunds are given during the last 30 days of any term.**

6.3 Termination/Cancellation of Agreement by Humber: Humber Residences reserves the right to revoke the Residence and Dining Plan Agreement if the Resident:

- a. 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;
- b. Does not maintain a passing average at each semester's end;
- 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 eviction from Humber Residences and/or expulsion from Humber or Guelph-Humber.

A Resident removed from Residence due to disciplinary reasons risks forfeiture of all Residence and Dining Plan fees. Each case will be dealt with on an individual basis, and the decision of the Residence Life Manager, or delegate shall be final and binding on the parties. 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 Residence Life Manager, the Residence Manager, and their superiors. Residents who are evicted will be banned from entering all Humber Residences and may not apply for Residence in future years.

6.4 Consequence for Not Paying Residence Fees: Failure to make any scheduled payments will result in a late fee and may result in the cancellation of the Residence and Dining Plan Agreement. 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/Ability to register in courses: 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, and enroll in future courses, until 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 classes each term will result in the Residence contract being cancelled and the deposit forfeited. Exceptions will be made for Residents who have received written permission in advance from the Residence Office to arrive late.

- 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 a) failed to complete the official withdrawal form to advise the Residence Office of withdrawal OR b) failed to respond to a Notice of Abandonment sent by Residence Office. Abandonment is grounds for termination of the Resident's occupancy by the Residence Office and subject to the \$500 withdrawal fee and the Residence room fees until Humber Residences is able to rent the room to a student who is not a current Resident and meets the conditions as outlined in 4.0.
- 7.0 ROOM ASSIGNMENT, ROOM ACCESS AND ROOM CONDITION**
- 7.1 Room Assignment:** While every effort will be made to accommodate the Resident's choice of room style, floor type and suitemate, 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:** The Resident will accept Humber's prerogative to relocate the Resident to an alternative location due to, but not limited to, suitemate incompatibility, emergency situations, and threats to personal safety, construction, repairs or Acts of God. 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 Room Transfers During the Academic Year:** A Resident must receive written permission from the Residence Life Coordinator and the Residence Office to change rooms. Room change requests will only be granted after the Canadian Thanksgiving weekend and after January 31 (for the winter intake). A \$100 fee will be charged to cover cleaning and administrative costs. If the Resident relocates to an upgraded room, the Resident will also be charged the higher Residence Fees and the \$100 fee. The Residence Office and its delegates have the authority to grant or deny such a request in its sole discretion.
- 7.4 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.
- 7.5 Room Furniture and Decorating:** Residents may not remove furniture from residence rooms or bring in beds, mattresses, or upholstered (cloth) covered items into the residence. Residents in suite style rooms only may bring in limited items as described in the Student Residence Handbook and the Move In Guide. Residents may not paint, tile or make any physical alterations to any part of the residence space.
- 7.6 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 Residence.
- 7.7 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.
- 7.8 Room Inventory Report.** A Room Inventory Report must be completed through the Housing 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 on the Housing Portal under the Maintenance section. Thereafter, the Resident will be responsible for any repair charges assessed for damage to their room.
- 7.9 Room Cleanliness.** The Resident must maintain his/her 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.
- 7.10 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 term of the

Room and Dining Agreement. All Residents must co-operate in the inspection of their rooms and the treatment process, as detailed online at humber.ca/residence/pest-control.

- 7.11 Entry:** Humber Residences agrees to provide 24 hours' notice prior to entering units for inspections, testing, maintenance and cleaning. Residence Staff will be accessing rooms to complete a series of housekeeping and maintenance inspections and tests from 12:00p.m. noon on December 19, 2015, to 10:00 a.m. January 10, 2016. Humber Residences reserves the right to enter rooms without notice to maintain safety and security or to uphold the Student and Residence Code 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. alarm clocks, music deemed excessively loud, etc.) and which may impact other Residents' right to quiet enjoyment of their premises.
- 7.12 Renovation and Construction:** Humber reserves the right to perform renovations or major repairs at any time of the year. Every reasonable effort will be made to consult and advise Residents of the renovations and/or construction activities.
- 7.13 Move Out Condition.** The Resident agrees to leave their room in a condition that is 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.
- 7.14 Common Area Standards.** Residents will be jointly and severally responsible for cleanliness, vandalism and damages that are not considered normal wear and tear in common areas (i.e. hallways, bathrooms, lounges, elevators stairwells, etc.) 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 and Guelph-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 carrying or 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, storing or using fireworks or burning incense/candles in Residence
 - Tampering with life/fire 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), 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 Student Housing Services, the Resident will be subject to the terms as outlined in 4.4.
- 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 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.

8.6 Guests: Guests must abide by the same rules and regulations as outlined in the Student Residence Handbook, Residence Code of Conduct and Humber/GH Student Code of Conduct. Residents are responsible and liable for the actions of their guest(s) and for any damage caused by their guest(s).

9.0 PHOTO/VIDEO RELEASE

The Resident hereby grants Humber and Guelph-Humber, and all those acting on its authorized behalf, the permission to publish and/or display in various Humber and Guelph-Humber publications, websites and promotional materials, images of the Resident, for the purposes of promoting the College and/or University, the Residences and Student Success and Engagement. If the Resident does not wish to grant the right to publish their person, the Resident must advise the Residence Office prior to moving in by sending an email to the appropriate Residence Office.

10.0 TELECOMMUNICATIONS

10.1 The Resident acknowledges that the submission of a Residence application indicates that the Resident agrees to receive electronic communications from Humber Residence.

10.2 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.

11.0 GENERAL

11.1 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.

11.2 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.

11.3 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. 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 acts of God, including fires, floods, earthquakes, severe weather conditions, power outages, flu pandemic, intervention by civilian or military authorities, acts of war or terrorism, governmental legislation or other unforeseen developments.

11.4 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 a \$10 fee for replacement of a damaged card, a \$25 fee for the replacement of the first lost card and \$50 for subsequent lost 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.

- 11.5 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 minimum cost of \$50 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.
- 11.6 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. For Humber Students, the email used will be the one provided through MyHumber, unless updated directly to the Residence; for Guelph-Humber Students the email address used will be the one provided through the online Housing portal or the email address in WebAdvisor, unless updated directly to the Residence after August.
- 11.7 Information Sharing with Elections Officials:** In the event a federal, provincial or municipal election is called, a Resident's applicable personal information will be provided to Elections officials in order to establish an accurate voter's list.
- 11.8 Residents under the Age of 18:** Where the Resident is under the age of 18 years, the Residence and Dining Agreement must also be signed by the parent or legal guardian of the Resident. The parent or guardian of the Resident 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. Any issues relating to conduct are only shared with the Resident unless the Resident releases permission to do so with the parent or legal guardian.
- 11.9 Online Electronic Acceptance of Room and Dining Agreement and Related Documents.** Submitting an online Residence and Dining Agreement, through the Residence Portal officially indicates that the Resident understands and agrees to the Terms and Conditions of the Residence application, the Room and Dining Agreement, the Residence Code of Conduct, the Student Residence Handbook, the Humber/Guelph-Humber Code of Student Conduct and the HCnet Policy.
- 11.10 Headings.** Headings in this Agreement are for reference and convenience and in no way define limits or enlarge the scope of any provision of this Agreement.

B) RESIDENCE DINING PLAN TERMS AND CONDITIONS:

1.0 INTRODUCTION:

Residents will be issued a declining balance debit card, which will be honoured at all Humber Food Service outlets. The Dining Plan Card (which is also the Residence ID card) must be presented each time a purchase is made. If Residents do not present their cards to the cashier, another form of payment will be required.

2.0 DINING PLAN FEES:

The Dining Plan fees must be paid by the due dates in order to guarantee that the Resident's Dining Plan Card will be ready upon arrival. The full amount of the Dining Plan chosen is applied to the Resident's card; it is not split by semester. The Dining Plan consists of two accounts: the Main Meal Account, which is used for tax exempt meal purchases; and the Confectionary Account for taxable purchases. Confectionary purchases would include such items as individual purchases of soft drinks, candy, and chips. The Dining Plans will reflect the different accounts as follows:

Dining Plan Selected	Allocated to Main Meal Account	Allocated to Confectionary Account
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\$2350	\$2150	\$200
\$2850	\$2500	\$350
\$3400	\$2900	\$500

3.0 LOST CARDS:

The Dining Plan card is also the Residence ID Card. The Resident must treat it in the same manner as cash or a credit card and report a lost, stolen or damaged card, immediately to the Residence Office. Residents will be subject to a \$10 fee for replacement of a damaged card, a \$25 fee for the replacement of the first lost card and \$50 for subsequent lost cards. Residents should go to <http://mymealplan.humber.ca> to cancel their lost card online or contact the Dining Plan Office 416-675-6622 ext. 5193

4.0 DINING PLAN BALANCE NOT GUARANTEED TO LAST ENTIRE YEAR:

Residents should note that Dining Plan options are not guaranteed to last the entire Academic year or semester (if one semester option is selected). Dining Plans have been designed to accommodate students with varied appetites, who may not eat regular meals or leave the Residence frequently, while meeting the requirements of Canada Revenue Agency regulations in order to qualify for tax exempt purchases.

Residents are responsible for budgeting and managing their accounts. Residents can go onto the website: <http://mymealplan.humber.ca> to find out their balance at any time, or they can ask for their balance at the cash register. If a Resident runs short of funds on the Dining Plan card, additional values in any amount can be purchased. The payment can be made on line: <http://mymealplan.humber.ca> or visit the Campus Dining Office (North Campus Room KB101 or the Food Services Manager at the Lake Café.). Payments can be made by MasterCard, Visa, Interact or Certified Cheque.

5.0 MEAL PLAN REFUNDS:

Requests for meal plan refunds are initiated when Residents complete an online Residence Withdrawal Form on the Residence website (www.residence.humber.ca, under Documents and Forms).

When a student moves out of residence for any reason, any unused meal plan balance of \$75.00 or more is refundable* less a \$50.00 administration fee and any fees owing to Humber. Residents who qualify for a meal plan refund can expect to receive a refund from the College, 4-6 weeks after the withdrawal form and move out are complete. Refunds are issued in the same format as the original payment.

*If a student is staying in residence for the summer and wishes to continue using their meal plan accounts, they must notify the residence by April 15 in order for their account to remain active after the first week in May. When the student moves out of residence during the summer, the refund process will apply.

6.0 DINING PLAN CARD PROPERTY:

The Photo ID/Dining Plan Card remains the property of Humber Residence and must be surrendered upon leaving the Residence. The Card is non-transferrable.

7.0 SPECIAL DIETARY CONSIDERATIONS:

Upon moving into Residence, Residents should contact the Residence Dining Hall Manager, at (416) 675-6622 ext. 77303 (North Campus) or the Lake Café Food Services Manager, ext. 3323 (Lakeshore Campus) to notify of any food allergies and provide documentation of any physician prescribed medical eating restrictions. The Food Service Managers will work with each Resident as appropriate to understand their Dining requirements and educate Residents as to how Food Services can accommodate their meal requirements. All students living in residence are required to purchase a Dining Plan; there are no exemptions from the Dining Plans.