
HUMBER RESIDENCE AGREEMENT - SUMMER 2025

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 current and valid student identification** (who complete the Residence application (the “Resident(s)”) and Humber Polytechnic (“Humber”) regarding the provision of Accommodation at Humber North Residence 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 Agreement and its related documents as a condition of applying to and, if accepted, living in Residence at Humber. The Resident agrees that the Terms and Conditions of the Residence Agreement, Student Residence Handbook, Code of Student Community Standards (bound by University of Guelph-Humber’s Code of Student Community Standards), Smoke-Free Campus Policy, Acceptable Use Policy, and Photo Identification Policy are effective and binding legal obligations that are enforceable.

2.0 CONTRACT TERM:

- a. For students already living in Humber Residence for the Winter 2025 term, the terms of this Agreement will be in effect between the check-in and check-out dates selected in your additional accommodations application as long as they fall between 12:00pm on April 23, 2025 to 10:00am on August 19, 2025.
- b. For students not currently living in Humber Residence for the Winter 2025 term, the terms of this Agreement will be in effect between 12:00pm on the check-in and 10:00am on the check-out date selected in your additional accommodations application as long as they fall between 12:00pm on April 28, 2025 to 10:00am on August 19, 2025.
- c. This agreement will also apply to any approved extension of the dates originally selected.
 - i. Extensions must be received at least 14 calendar days in advance of the end of the contract period **and** are subject to approval based on availability.
 - ii. All extension requests must be submitted through the [Residence Portal](#) using the Apply for Summer Extension form.
 - iii. Extensions beyond the original contract end date will be considered a new reservation and will be charged at the nightly rate that aligns with the number of nights in the new reservation.
 - iv. Residents who do not have confirmed residence accommodations for Fall 2025 may only extend to 10:00am on August 19, 2025 using the Apply for Summer Extension Form.
 - v. Extensions past 10:00am on August 19, 2025 will only be considered for students with confirmed residence accommodations for Fall 2025 and must be requested using the Additional Accommodations (August) application for early Fall arrivals that will be available in the Residence Portal in early August. Associated fees are non-refundable and non-transferrable once posted to the student’s account.

2.1 Summer Power Shutdowns: Humber will be conducting a power shutdown for inspection and repairs to the high voltage systems at the North Campus including Residence from Saturday, April 26, 2025 at 11:00pm to approximately 6:00am on Sunday, April 27, 2025 and Friday, May 23, 2025 from approximately 7:00pm to approximately 7:00am on Sunday, May 25, 2025. Additional power shutdowns are expected at both campuses to complete required high voltage work during the April – August period, and residents will be provided advanced notice of dates and times prior to the shutdowns. Only emergency power will be available during these periods. We recommend that residents make plans to be off campus during power shut down times.

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, provided they meet eligibility requirements for said 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 19, 2025. If the Resident wishes to continue to stay in Residence for subsequent semesters, the Resident must apply and meet the eligibility criteria. Check out later than 10:00am on the contract end date will be subject to a \$100 administrative fee.

3.0 ELIGIBILITY: To be eligible to live in Humber Residence for the summer term, the Resident must meet one of the following criteria:

- a. Have just completed full-time studies in the current year at Humber or the University of Guelph-Humber, OR,
- b. Be returning to full-time studies at Humber or the University of Guelph-Humber in the fall of the current year, OR,
- c. Have a valid, current student identification from a recognized post-secondary institution AND be enrolled in summer classes or coop/internship.

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 accommodations at Humber.

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

Summer Residence Fee Schedule for Humber and University of Guelph-Humber Students			
Suite Bedroom (North and Lakeshore Campus)			
Length of Stay	Room Rate	Contract Period	Fee Due Date
Full Summer Term – For students <u>already</u> living in Residence in Winter 2025	\$4130	April 23 – August 19, 2025	April 1, 2025 OR Deadline indicated via Email <i>(for offers after April 1, 2025)</i>
Full Summer Term – For students <u>not</u> already living in Residence in Winter 2025	\$3955	April 28 – August 19, 2025	
Suite – Nightly (60 – 118 nights)	\$35	Per application	
Suite – Nightly (15 – 59 nights)	\$38	Per application	
Suite – Nightly (1 – 14 nights)	\$45	Per application	
Semi-Suite Bedroom (Lakeshore Campus ONLY)			
Length of Stay	Room Rate	Contract Period	Fee Due Date
Full Summer Term – For students <u>already</u> living in Residence in Winter 2025	\$3658	April 23 – August 19, 2025	April 1, 2025 OR Deadline indicated via Email <i>(for offers after April 1, 2025)</i>
Full Summer Term – For students <u>not</u> already living in Residence in Winter 2025	\$3503	April 28 – August 19, 2025	
Semi-Suite – Nightly (60 – 118 nights)	\$31	Per application	
Semi-Suite – Nightly (15 – 59 nights)	\$34	Per application	
Semi-Suite – Nightly (1 – 14 nights)	\$41	Per application	

a. For Humber or University of Guelph-Humber Students:

- After April 28, 2025, Humber or University of Guelph-Humber students must commit to a minimum of 7 nights.
- Should a Humber student enter into a payment plan with Humber, the dates agreed to will be considered established payment dates and the Resident will be required to meet them to be considered in good standing. Any fees associated with establishing a payment plan will be the sole responsibility of the Resident.
- An administrative fee may apply to payments made by credit card.
- For students already living in Residence for the Winter 2025 term:
 - Residents will be required to move to the summer residence room assigned on the dates assigned by the Residence Office.
 - Transitioning from the Winter 2025 term room assignment to the Summer 2025 term room assignment will occur between April 23 and May 14, 2025.
 - Residents will be expected to complete their move within 48 hours of receiving access to their Summer room.
 - Residents living in a **Single or Semi-Suite Double Occupancy** room type in Winter 2025 will not be eligible for further discounts during the transition period to their

- Summer 2025 accommodations.
- Residents living in a **Single** room type but who will depart on or before May 14, 2025 will remain in their current single unit at a rate of \$37 per night.
- Residents living in a **Semi-Suite Double Occupancy** room type but who will depart on or before May 14, 2025 will remain in their current semi-suite double occupancy unit at a rate of \$32 per night.

Summer Residence Fee Schedule for Students from Other Post-Secondary Institutions					
Length of Stay	Room Rate	Contract Period	Deposit Due with Acceptance	Remaining Installments	Fee Due Date
Studio – Full Summer Term	\$4633	April 28 – August 19, 2025	\$1230	\$1200 \$1200 \$1003	May 1, 2025 June 1, 2025 July 1, 2025
Studio – Nightly (30 night minimum)	\$41/night	Per application	\$1230	Remaining Balance Payment Schedule (Provided Via Email)	

b. For Students from Other Post-Secondary Institutions:

- Approved students from other recognized post-secondary institutions must commit to a minimum of 30 nights.
- An administrative fee may apply to payments made by credit card.
- The Residence deposit acts as a down payment towards a student’s total residence fees and are non-refundable and non-transferable if the student cancels their room.

5.1 Provincial Aid Installments: Students who intend to use their Summer term provincial aid to pay for some or all of their Summer term Residence Fees must do the following:

- Humber students must indicate on their residence application that they understand that some or all of their provincial aid will be redirected to any outstanding balance for the Summer term Residence Fees on their MyHumber account. If, for any reason whatsoever, either the provincial aid application is not approved, or only partial funding is approved, the Resident will be responsible for paying the deficiency to Humber no later than April 15, 2025, or according to the dates of an approved payment plan. Further, the Resident agrees to advise the Residence Office immediately upon becoming aware of any possible problem or delay in obtaining provincial aid funding.
- University of Guelph-Humber students who intend to defer their Residence fees to OSAP or other provincial aid must complete a fee deferral request form. If, for any reason whatsoever, either the provincial aid application is not approved, or only partial funding is approved, the Resident will be responsible for paying the deficiency to the University of Guelph-Humber no later than April 15, 2025. Further, the Resident agrees to advise the Residence Office immediately upon becoming aware of any possible problem or delay in obtaining provincial aid funding.

5.2 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 Residence does not provide tax receipts.

6.0 CANCELLATION, WITHDRAWAL AND TERMINATION OF RESIDENCE

6.1 Cancellation Prior to Moving In: After accepting a Residence Room offer, students who cancel prior to moving in will be responsible for an administrative fee of \$250, or the cost of the contracted period, whichever is less.

6.2 Failure to Check In: Failure to check in by 12:00 p.m. noon on the first day of occupancy as outlined in 2.0 will result in the Residence agreement being cancelled. Exceptions will be made for Residents who request permission in advance from the Residence Office and receive written confirmation. Should a student fail to arrive by the first day of occupancy, the student will be responsible for an administrative fee of \$250, or the cost of the contracted period, whichever is less.

6.3 Withdrawal After Moving In: If a Resident chooses to withdraw or is evicted from the Residence before the

end of the agreement period as outlined in 2.0 for any reason, the Resident will be responsible for the Residence fees until the end of the agreement period or 14 residence nights, whichever is less, plus a \$250 Withdrawal Fee will be charged for early termination of this agreement.

6.4 Refunds of the Residence fees:

- a. No refunds of Residence Fees will be given and no Withdrawal Fee will be charged for early withdrawals that take place on or after July 22, 2025.
- b. The withdrawal will not be considered complete and any applicable refund will not be processed until an official Residence Withdrawal Form is submitted and the Resident has checked out of Residence. This form is located on the [Residence Portal](#) under Forms & Requests.
- c. All Resident refunds will be credited and additional fees posted to the student's account within 8 weeks after the resident has fully moved out and an official Residence Withdrawal Form is submitted. Any outstanding fees owed to Humber or the Residence will be paid first. Refunds will be returned in the manner in which it was originally paid, or when that is not possible, by email transfer for students who have access to a Canadian funds bank account.
- d. Residents with unforeseen, exceptional circumstances may appeal in writing to the Residence Office for a reduction in the residence nights they are responsible for after withdrawal. Appeals will be reviewed by the Manager, Residence Admissions.

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

- a. Does not meet the eligibility requirements as outlined in 3.0, OR
- b. Engages in conduct that is in violation of Humber or University of Guelph-Humber's Code of Student Community Standards, Student Residence Handbook, the Acceptable Use Policy, or the Photo Identification Policy that results in disciplinary action up to and including expulsion from Humber or University of Guelph-Humber.
- c. Fails to pay Residence Fees by established payment dates.

6.6 Residents Removed from Residence due to Conduct Reasons: Any Resident whose Agreement has been terminated as a result of any violation of Humber or University of Guelph-Humber's Code of Student Community Standards or Residence Code of Community Standards, will be banned from entering all Humber Residence buildings, and may not apply for Residence in future years. 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, Residence Life. Residents who are suspended from the Residence as an interim measure will continue to be held responsible for their Residence Fees, regardless of the outcome of the related investigation or appeal. Residents who are evicted due to conduct reasons risk forfeiture of all Residence fees, determined on a case-by-case basis, and the decision of the Manager, Residence Admissions, or delegate, shall be final and binding on the parties.

6.7 Consequence for Not Paying Residence Fees: Failure to make any scheduled payments will result in a late fee of \$100 and may result in the cancellation of the Residence Agreement. The Resident could be required to vacate the room and the Residence on seven (7) days' notice from the Residence Office.

6.8 Withholding Transcripts/Graduation/Ability to register in courses: Humber and the University of Guelph-Humber reserve the right to withhold a Resident's transcripts and/or degree/diploma, and prevent enrollment in future courses, until all financial obligations of the Resident under this agreement have been satisfied.

6.9 Vacating the Residence Upon Cancellation of Agreement: Any Resident whose occupancy has been terminated as a result of failure to pay Residence Fees shall vacate the Residence within seven (7) days' notice from the Residence Office. Residents whose occupancy has been terminated for all other reasons shall vacate the Residence and room within forty-eight (48) hours, unless specified otherwise in the Agreement.

6.10 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 withdrawal process outlined in 6.3.

7.0 ROOM ASSIGNMENT, ROOM ACCESS AND ROOM 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 Residences retains the right to relocate Residents to an alternate room where other solutions or accommodations are not possible in matters relating to safety, alleged infractions of the Code of Student Community Standards, suitemate incompatibility, emergency situations, construction, repairs, maximizing occupancy or unforeseen events. 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 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 illnesses. 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 the Student Support & Intervention Team (SSIT), Counselling Services, Accessible Learning 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.
- 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 Manager, Residence Admissions 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 who fail to submit the Room Inventory Report accept the accuracy of the records of the Residence Office. The Resident is also responsible for reporting any required repairs within forty-eight (48) hours of occupancy under the Maintenance section of the Residence Portal. 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 Room Cleanliness:** The Resident must maintain their unit in a clean and orderly condition in accordance with building, and health and safety standards and regulations. Residents in suite style accommodation will have the kitchenettes and washrooms of their suites cleaned twice a month by housekeeping staff, but areas must be prepared in advance by removing all personal items. Notices will be posted indicating when suites are scheduled for cleaning. If a 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. Inspections of all rooms for pests by contracted specialists including using canine units occur at least once per year and may occur during the Resident's contract term. All Residents must co-operate during the inspection of their rooms and the treatment process, as detailed online at <http://humber.ca/residence/current-resident/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 cleanliness, 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 Code of Student Community Standards and/or University of Guelph-Humber Code of Student Community Standards, Acceptable Use Policy, Smoke-Free Campus Policy, and Photo Identification Policy, form part of this Agreement. The Resident agrees to abide by the policies outlined in these documents. Humber Residence has the authority to impose sanctions for violation of the Code of Student Community Standards and may also refer the matter for investigation and adjudication under the Code of Student Community Standards, Acceptable Use Policy, and/or the Photo Identification 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 Code of Student Community Standards. These offences include but are not limited to:

- a. Violence, assault, harassment and carrying or use of a weapon;
- b. The use or possession of illegal substances;
- c. The growing, baking, smoking or trafficking of marijuana on Humber Property;
- d. Open flames/burning, including but not limited to starting a fire, smoking, storing or using fireworks or burning incense/candles in Residence;
- e. Tampering with life safety equipment;
- f. 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 themselves, or to others; compromises their 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 Manager, Residence Life or designate, 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 Humber Residence, the Resident shall be subject to the terms as outlined in Section 7.4.

8.3 Notifying Emergency Contact: Regardless of the age of the Resident, the Manager, Residence Life, 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 serious 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

9.1 Electronic Communications: The Resident acknowledges that the submission of a Residence application indicates that the Resident agrees to receive electronic communications from Humber Residence.

9.2 Internet: Wireless access to the Internet is available in Residence at no additional cost. Note that Internet access is a shared resource; please review the Acceptable Use Policy (<https://its.humber.ca/aboutus/aup/>) before connecting. Service disruptions, although rare, do occur from time to time. Humber is not responsible for any loss, cost, or liability caused by Internet services being unavailable.

10.0 GENERAL

10.1 Indemnity: Humber and/or the University 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 the University Guelph-Humber premises. Humber and/or the University 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 University of Guelph-Humber property.

10.2 Personal Property: Student Property and Liability Insurance "Residents Insurance" is included as part of Residence Fees. By accepting a Humber Residence offer, the Resident understands that Humber Residence will provide the Resident's name, Residence address and room number, email address, and move in date to the Insurer on their behalf to activate the Resident's Insurance policy. Participation is mandatory for all residents, and will provide primary property and liability coverage while living in residence.

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 agrees to provide twenty-four (24) hours' notice prior to entering units for inspections, testing, maintenance and cleaning. 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 April – August period. Humber Residences reserves the right to enter rooms without notice to maintain safety and security or to uphold the Code of Student Community Standards, 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) and which may impact other Residents' right to quiet enjoyment of their premises.

10.5 Renovation and Construction: Humber reserves the right to perform renovations or major repairs at any time of the year, however the April – 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.

A substantial construction project will be underway during the 2025 summer period at the Lakeshore Campus. Residents living at the Lakeshore Campus should expect regular construction activity, including but not limited to demolition and work that produces persistent or prolonged noise.

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 forty-eight (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. For Humber Students, the email used will be the one provided through MyHumber, unless updated directly to the Residence; for University of Guelph-Humber Students the email address used will be the one provided through the Residence Portal or the email address in WebAdvisor, unless updated directly to the Residence after move-in.

10.9 Online Electronic Acceptance of Residence Agreement and Related Documents: 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 Student Residence Handbook, Humber/University of Guelph-Humber Code of Student Community Standards, Smoke-Free Campus Policy, Acceptable Use Policy and the Photo Identification Policy.

10.10 COVID-19: Residents acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada, the Province of Ontario, and local Governments responded to the pandemic with legislative amendments, controls, orders, by-laws, requests of the public, and requests and requirements to Humber (collectively, the "Directives"). It is uncertain how long the pandemic, and the related Directives, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, "COVID- 19").

Without limiting the generality of the foregoing paragraph, Humber shall not be held legally responsible or be deemed to be in breach of this Agreement for any damages or loss arising out of or caused by:

- a. The continued spread of COVID-19;
- b. The continuation of, and/or new, or renewed Directives to control the spread of COVID-19;
- c. A decision by Humber made in good faith to control the spread of COVID-19, even if exceeding the then-current specific Directives; and
- d. Any requirement to close all or part of Humber Residence related to COVID-19.

Dates or times of performance by Humber may be extended by Humber due to COVID-19, provided that Humber provides prompt notification of the existence and nature of such delay and shall, so far as practicable, use reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

10.11 COVID-19 Resident Acknowledgment:

It is further acknowledged by the Resident that:

- a. Any decisions by the Resident to vacate their residence for reasons of personal preference or other personal reasons while Humber Residence remains open, will not entitle the Resident to an additional refund of any type;
- b. Failure to adhere to any measures put in place related to reducing the spread of COVID-19 could result in sanctions under the Humber and/or University of Guelph-Humber Code of Student Community Standards;
- c. Any current measures in place and additional expectations in Residence related to reducing the spread of COVID-19 will be maintained on the Residence website and where any conflict about Directives exists between this Agreement and the Residence website, the Residence website will take priority.