

HUMBER RESIDENCE AND DINING AGREEMENT FOR ENGLISH FOR ACADEMIC PURPOSES/APPRENTICESHIP STUDENTS 2022-23 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 English for Academic Purposes/Apprentice Residence and Dining Agreement and related documents at all times.

This Agreement governs the relationship between 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 Residence and Humber Lakeshore Residence (“Residence” and collectively, “Residences”). This agreement is specifically for Residents completing one or more sessions of an 8-11 week academic program such as English for Academic Purposes (EAP) or an apprenticeship.

The submission of a Residence application indicates that the student has read and understood the conditions of the Residence and Dining Agreement for English for Academic Purposes/Apprenticeship Students 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 for English for Academic Purposes/Apprenticeship Students, Student Residence Handbook, Residence Code of Conduct (bound by Humber’s Code of Student Conduct), Smoke-Free Campus Policy and Acceptable Use 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 24 hours prior to the start date of the Resident’s academic session, until 24 hours after the completion date of the Resident’s academic session. The term of this Agreement excludes the Mid-Year Break (December 19, 2022 – January 7, 2023 inclusive).

2.1 Mid-Year Break: All Residents must vacate the Residence by 12:00p.m. noon on December 19, 2022. During the Mid-Year Break as outlined in section 2.0, the Residences will be closed. Residents with exceptional circumstances (e.g. International students who cannot return home) may apply to stay in Residence until 10:00 a.m. on December 21, 2022, and between January 3, 2023 and January 7, 2023 at a nightly rate of \$28 per night for single style rooms and \$33 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 December 4, 2022. All Residents without exception must vacate their rooms by 10:00 a.m. December 21, 2022, until 12:00 p.m. January 3, 2023.

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 subsequent sessions or terms, but there is no guarantee of accommodation on the basis of previous occupancy in the Residences.

2.3 End of Session Check-Out Time: This Agreement does not guarantee continued occupancy in Residence beyond the duration of the academic session for which you have applied. If the Resident wishes to continue to stay in Residence for subsequent academic sessions, 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 March.

3.0 ELIGIBILITY AND WAITLISTS

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

- a. The student must have an offer of academic admission from Humber as a full-time student in an apprenticeship program or English for Academic Purposes, and must be registered accordingly,
- b. The student must be enrolled in classes with on campus delivery, or have demonstrated exceptional circumstances as approved by the Residence,
- c. The student must maintain full-time enrollment status as defined by Humber throughout the duration of their academic session and be in good standing in terms of conduct, academics, and payment of all fees to remain in Residence,
- d. The student must not have been previously banned from living in/visiting residence,
- e. The applicable \$500 residence deposit must be paid at the time of residence offer, as outlined in 4.1.

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

- 3.1 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 3.0 must be met.
- 3.2 Wait lists:** When the Residence is at capacity and a wait list is created, applicants are assigned to a wait list position by the Residence Office. Preference on the wait list will be given to students enrolled in a full time program that runs for the entire academic year. Should space become available, the applicant will be notified and the \$500 deposit will be due within 24 hours after the offer is made. Should students wish to remove their name from the wait list, they should cancel online at <http://humber.ca/residence/apply-rates/cancellations>.
- 3.3 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 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.
- 3.4 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 Manager or designate, and agrees to adhere to the requirements within it.

4.0 RESIDENCE FEES

Residence fees include accommodation from 24 hours prior to the first day of their academic session until 12:00p.m. noon on the day following the Resident’s final day of the academic session. Residents who are offered a space in Residence five (5) business days or more after the start of their academic session 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:

Room Style	Room Fee	Dining Plan	Total Fees	Deposit Due within one day of offer	Balance Due prior to move-in
Single – 8 week session	\$2032	\$625	\$2657	\$500	\$2157
Single – 10 week session	\$2568	\$800	\$3368	\$500	\$2868
Single – 11 week session	\$2828	\$900	\$3728	\$500	\$3228
Suite – 8 week session	\$2316	\$625	\$2941	\$500	\$2441
Suite – 10 week session	\$3015	\$800	\$3815	\$500	\$3315
Suite – 11 week session	\$3321	\$900	\$4221	\$500	\$3721

Should the Resident 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

- 4.1 Deposits:** The \$500 deposit is due 24 hours after the offer is made. The remaining balance must be paid prior to moving into residence. All overdue payments are subject to a \$100 late fee. The \$500 deposit is non-refundable and non-transferable. Residence deposits act as a down payment towards a student’s total residence fees.
- 4.2 Consecutive Sessions:** If an EAP student is enrolled in multiple, consecutive academic sessions, they must apply for each corresponding residence session individually and pay the \$500 deposit for each at the time of offer. EAP students enrolled in multiple, consecutive academic sessions can also opt to pay the one semester or full year residence rates. If an EAP student elects to use the option of the one semester or full year rate, they will still be required to complete an application for each session in which they are registered.

The \$500 deposit will not be collected in subsequent applications, and the payment schedule will be as follows:

Room Style	Room Fee	Dining Plan	Total Fees	Deposit Due Within one Day of Offer	Amount Due Prior to Move-in	Amount Due Within 5 Days After Move-in	Amount Due on November 27, 2022
EAP Suite – one semester	\$4745	\$1175	\$5,920	\$500	\$2710	\$2710	N/A
EAP Suite – full year	\$9298	\$2350	\$11,648	\$500	\$6989	N/A	\$4159

If an EAP student elects to use the option of the one semester or full year rate, section 5.0 (Withdrawal and Termination of Residence) will apply to their entire elected stay in residence. EAP students who select the one semester or full year option and then wish to leave residence mid-semester or mid-year following the completion of a specific academic session will be responsible for withdrawal fees for the full semester or full year as per section 5.0 of this agreement.

- 4.3 Provincial Aid Installments:** Humber students who have been approved for provincial aid and intend to use it to pay for some or all of their Residence Fees must complete the Residence Provincial Aid Installment form on the residence application portal and agree to redirect provincial aid to Humber for Fall and Winter terms. 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 immediately. Further, the Resident agrees to advise the Residence Office immediately upon becoming aware of any possible problem or delay in obtaining provincial aid funding. Failure to pay the full residence fee payment by each of the dates outlined above will result in a late fee of \$100 per installment.
- 4.4 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.

5.0 WITHDRAWAL AND TERMINATION OF RESIDENCE

- 5.1 Withdrawal fee:** Residents who withdraw from Residence or are evicted, for any reason whatsoever, will be subject to a \$500 withdrawal fee.
- 5.2 Refunds of the Residence fees:** Should a Resident choose to withdraw from the Residence for any reason, they will continue to be responsible for the full residence room fees associated with this agreement 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. If a room is re-occupied by a new Resident selected by the Residence Office during the period of this agreement, the Resident will be refunded a prorated nightly rate beginning on the date that the room is re-occupied. The withdrawal will not be processed and the Residence Office will not attempt to rent the space until an official Residence Withdrawal Form is submitted. More information can be found at <http://humber.ca/residence/current-students/withdraw>.
- Residents with unforeseen, exceptional circumstances may appeal in writing to the Residence Office for a reduction in the residence nights s/he is responsible for after withdrawal. Appeals will be reviewed by the Residence Manager
 - All resident refunds will be credited by the Residence Office to the student's MyHumber account and any outstanding fees owed to Humber or the Residence will be paid first. Any balance on the account will remain as a credit unless the student submits the Fee Refund Request Form found at <https://humbercollege.formstack.com/forms/feerefund>. If the Resident chooses to be issued the refund, it will be returned in the manner in which it was originally paid, or when that is not possible, by email transfer (when students have access to a Canadian funds bank account).
 - No refunds of Residence Fees are given during the last 30 days of any term.
- 5.3 Termination/Cancellation of Agreement by Humber:** Humber Residences reserves the right to revoke the Residence and Dining Plan Agreement if the Resident:
- Does not maintain full-time student status at 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. Engages in conduct which is in violation of the Humber Code of Student Conduct, the Residence Code of Conduct, Student Residence Handbook, or the Acceptable Use Policy that results in disciplinary action up to and including eviction from Humber Residences and/or expulsion from 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 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 will be banned from entering all Humber Residences and may not apply for Residence in future sessions or years.

- 5.4 **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.
- 5.5 **Withholding Transcripts/Graduation/Ability to register in courses:** The Humber Institute of Technology and Advanced Learning reserves 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.
- 5.6 **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.
- 5.7 **Failure to Check In:** Failure to check in by 12:00p.m. noon on the first day of classes each academic session will result in the Residence contract being cancelled. If the space can be rented to another student not currently living in the residence, only the deposit will be forfeited. If the Residence Office is not able to rent the space, room fees for the entire session will be forfeited. Exceptions will be made for Residents who have received written permission in advance from the Residence Office to arrive late.
- 5.8 **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 3.0.
- 6.0 **ROOM ASSIGNMENT, ROOM ACCESS AND ROOM CONDITION**
- 6.1 **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.
- 6.2 **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 Public Safety, alleged infractions of the Residence Code of Conduct or Code of Student Conduct, 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.
- 6.3 **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.
- 6.4 **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.

- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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 for English for Academic Purposes/Apprenticeship Students. All Residents must co-operate in the inspection of their rooms and the treatment process, as detailed online at <http://humber.ca/residence/current-resident/pest-control>.
- 6.11 Entry:** Humber Residence agrees to provide twenty-four (24) hours’ notice prior to entering units for inspections, testing, maintenance and cleaning. Residence Staff will access rooms to complete a series of housekeeping and maintenance inspections and tests from 12:00 p.m. noon on December 19, 2022 to 10:00 a.m. January 7, 2023. Humber Residence reserves the right to enter rooms without notice to maintain safety and security or to uphold the Residence Code of Conduct and/or Code of Student 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.

7.0 RESIDENCE COMMUNITY STANDARDS

7.1 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, Acceptable Use Policy, Smoke-Free Campus Policy and the Humber and/or University of 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 Residence may also refer the matter for investigation and adjudication under the Humber and University of Guelph-Humber Code of Student Conduct and/or 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:

- a. Violence, assault, harassment and carrying or use of a weapon;
- b. The use of possession of illegal substances;
- c. The growing, baking, smoking or trafficking of marijuana in Residence;
- d. 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;
- e. Tampering with life/fire safety equipment;
- f. Accessing a restricted area.

7.2 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 Residence Life Manager, or designate, reserves the right to terminate the occupancy of the Resident. Where such behaviours are the result of a disability, the Residence 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 will be subject to the terms as outlined in Section 3.3.

7.3 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.

7.4 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.

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

7.6 Guests: Guests must abide by the same rules and regulations as outlined in the Student Residence Handbook, Residence Code of Conduct and Humber 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).

8.0 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.

9.0 TELECOMMUNICATIONS

9.1 The Resident acknowledges that the submission of a Residence application indicates that the Resident agrees to receive

electronic communications from Humber Residence.

- 9.2** 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 University of Guelph 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/or University of Guelph-Humber premises. This includes any loss of spoiled foods. Humber and/or University of Guelph 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 their guests or visitors who may be upon Humber and University of Guelph-Humber property. Residents will indemnify Humber and the University of Guelph and save it harmless from any liability in respect of any injury, loss or damage occasioned by any act or omission of the Resident, their guests, agents or invitees.
- 10.2 Personal Property:** The Resident is responsible for ensuring the Resident has sufficient insurance to cover any damage to or loss of belongings or personal injury, including Resident's guests or any other residents in the building and public liability during the Term of the Agreement. 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.
- 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. 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, power outages, flu pandemic, intervention by civilian or military authorities, acts of war or terrorism, governmental legislation or other unforeseen developments.
- 10.4 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 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.
- 10.5 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.
- 10.6 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. The email used will be the one provided through MyHumber, unless updated directly to the Residence.
- 10.7 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.
- 10.9 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 Code of Student Conduct and the Acceptable Use Policy.

10.10 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.

10.11 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 the Virus;
- b. The continuation of or renewed Governmental Response to control the spread of the Virus;
- c. A decision by Humber made in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response; and
- d. Any requirement to close Humber Residence related to COVID-19.

Dates or times of performance by Humber shall be extended to the extent of delays excused by this clause, 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.

10.12 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 Residence Code of Conduct, or the Humber and/or University of Guelph-Humber Code of Student Conduct;
- c. All current measures in place and additional expectations in Residence related to reducing the spread of COVID-19 will be maintained on the Residence website <http://humber.ca/residence/updates>, and where any conflict about Directives exists between this Agreement and the Residence website, the Residence website will take priority. All Residents must be fully vaccinated, or receive an exemption for medical reasons, or Human Rights Code consideration or other exemption grounds created by law or regulation as set out in Humber's COVID-19 Vaccination Policy <https://humber.ca/legal-and-risk-management/policies/general-administration/covid-19-vaccination-policy.html>

B) RESIDENCE DINING PLAN TERMS AND CONDITIONS:

1.0 INTRODUCTION

Residents may access their dining plan using either the Dining Plan Card (Residence Card) that they are issued or via Humber's virtual ONECard on the GotMyCard App. The Dining Plan uses a declining balance and is honoured at all Humber Food Service outlets. The Dining Plan Card or the virtual ONECard-must be presented each time a purchase is made. If Residents do not present their Dining Plan Card or ONECards 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 account upon arrival; 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
\$625	\$575	\$50
\$800	\$700	\$100
\$900	\$800	\$100
\$1175	\$1025	\$150
\$2350	\$2150	\$200

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 replacement fees for lost or damaged cards. Residents can cancel lost cards by contacting the Dining Plan Office at diningplan@humber.ca.

4.0 DINING PLAN BALANCE NOT GUARANTEED TO LAST ENTIRE SESSION

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. To view current balances, Residents can: go onto the website: <http://mymealplan.humber.ca>, check the balance on their sales receipt, or ask for their balance at the cash register. If a Resident runs short of funds in their Dining Plan accounts, additional values in any amount can be added by making a payment online at <http://mymealplan.humber.ca>.

5.0 DINING PLAN REFUNDS

Requests for dining plan refunds are initiated when Residents complete the online Residence Withdrawal Form. In order to maintain the tax-exempt status on all Main Meal Accounts, early withdrawals will be prorated such that \$70.00 weekly from the Resident's Main Meal Account is non-refundable, or the amount from the Main Meal Account that has been spent by the Resident, whichever is greater. At the end of the agreement, the amount allocated to the Main Meal Account that aligns with the Resident's contract length will be non-refundable. Applicable to all refunds, a Resident must have a total Dining Plan balance of \$75.00 or more to be eligible for a refund, less a \$50.00 administration fee and any fees owing to Humber. Residents who qualify for a Dining Plan refund will receive a credit on their MyHumber account within 8 weeks after the withdrawal form and move out are complete. Dining Plan refunds are issued in the same format as the original payment.

If a student is staying in residence for the summer and is eligible for a Dining Plan refund, but wishes to continue using the refundable balance as an eligible Dining Plan, they must notify the residence by April 7, 2023 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. 77153 (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.

8.0 O2GO REUSABLE CONTAINER PROGRAM

Humber is committed to sustainability and as such, does not offer disposable to go containers at many food service venues. Upon purchasing their first meal, the resident will be charged a \$5.00 refundable deposit from the residence dining plan for the reusable container that their food is served in.

- a. Residents will exchange used containers at the cash register for a token that can be exchanged for another reusable container when their next meal is purchased.

- b. Students will be charged an additional \$5.00 refundable deposit per container if they require multiple containers, or if they fail to present a token upon purchasing their next meal.
- c. No refunds will be issued for lost reusable container or tokens.
- d. O2GO program and refund details can be found at <https://www.humber.ca/retailservices/health-well-being>.