

HUMBER RESIDENCE AGREEMENT - SUMMER 2022 TERMS AND CONDITIONS

1.0 INTRODUCTION: This Agreement governs the relationship between **Humber Students, University of Guelph-Humber Students, and Students from other recognized post-secondary institutions with a current and valid Student Card** (who complete the Residence application (the “Resident(s)”) and Humber Institute of Technology and Advanced Learning (“Humber”) regarding the provision of Accommodation at Humber North 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, Residence Code of Conduct (bound by Humber and University of Guelph-Humber’s Code of Student Conduct), Smoke-Free Campus Policy and Acceptable Use Policy are effective and binding legal obligations that are enforceable.

2.0 CONTRACT TERM: The term of this Agreement will be in effect from the check-in and check-out dates selected in your additional accommodations application as long as they fall in between 12:00pm on May 1, 2022 to 10:00am on August 23, 2022. If your selected dates do not fall between the above dates, the Residence Office will modify your check-in and check-out dates to meet the date conditions and will be reflected in your Residence Room Offer email. This agreement will also apply to any approved extension of the dates originally selected. All extension requests must be sent to the Residence Office at North resmail@humber.ca or Lakeshore lakeresmail@humber.ca.

2.1 Summer Power Shutdowns: Humber will be conducting a power shutdown for inspection and repairs to the high voltage systems in Residence on Sunday, May 29, 2022 from 7:00am to 7:00pm at the North Campus and Sunday, June 12, 2022 from 7:00am to 7:00pm at the Lakeshore Campus. Only emergency power will be available during this period. We recommend that residents make plans to be out of their rooms during this time. Additional power shutdowns are expected at both campuses as a result of required work during the May – August period, and residents will be provided advanced notice of dates and times prior to the shutdowns.

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 23, 2021. If the Resident wishes to continue to stay in Residence for subsequent semesters, the Resident must apply and meet the eligibility criteria.

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

- a. Have a valid, current student ID card from a recognized post-secondary institution,
- b. Have just completed full-time studies in the current year, and/or be **returning** to full-time studies in the fall of the current year,
- c. Be enrolled in classes with on campus delivery or have demonstrated exceptional circumstances as approved by the Residence.

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

| Monthly Residence Fees Schedule | | |
|--|-------------|---|
| Room Style | Room Rate | Due Date |
| Suite - May or June or July | \$865/month | April 15, 2022 May 20, 2022 June 24, 2022 |
| Suite - August | \$638 | July 22, 2022 |
| The above monthly rates are available for students applying to live in residence for less than the full summer term. | | |
| Suite – May 1 – August 23 | \$3233* | April 15, 2022 |
| Suite – April 24/25 to August 23** | \$3,460* | April 15, 2022 |
| *If the student pays in full by April 15, 2022, Humber Residence will credit the student’s MyHumber account 5% of the fees paid on July 19. Students that elect to use the payment plan option on their MyHumber account are not eligible for the 5% credit. | | |
| **This option is only available for students currently living in residence and the Humber Residence Agreement Summer 2022 includes this additional period. | | |

- a. Students who wish to stay for twenty-seven (27) nights or less will be charged \$32/night. Students who wish to stay for more than one month but are accepted into Residence AFTER the beginning of any month pursuant to 2.0, will be charged a pro-rated fee based on the monthly residence fees. An administrative fee will apply to payments made by credit card.
- b. 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.

6.0 WITHDRAWAL AND TERMINATION OF RESIDENCE

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

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

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

- a. Does not have a valid current student ID card from a recognized post-secondary institution. The Resident must have just completed full-time studies in the current year, and/or will be returning to full-time studies in the fall of the current year, **OR**
- b. Does not maintain full-time student status at Humber or University of Guelph-Humber. Residents are required to immediately advise the Residence Office to determine if they may retain their Residence accommodation if a change in their status as a full-time student occurs, **OR**

- c. Engages in conduct that is in violation of Humber or University of Guelph-Humber's 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 expulsion from Humber or University Guelph-Humber.

A Resident removed from Residence due to disciplinary reasons risks forfeiture of all Residence fees. Each case will be reviewed on an individual basis, and the decision of the Residence 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. 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 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 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: 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.

6.6 Vacating the Residence: Any Resident who has withdrawn from Residence, or had their occupancy terminated shall vacate the Residence and room within forty-eight (48) hours unless specified otherwise in the Agreement.

6.7 Failure to check In: Failure to check in by 12:00p.m. noon on the first day of occupancy as outlined in 2.0 will result in the Residence agreement being cancelled. Exceptions will be made for Residents with late-start programs as well as for students who request permission in advance from the Residence Office and receive written confirmation.

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

7.0 ROOM ASSIGNMENT, 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 Public Safety, alleged infractions of the Residence Code of Conduct or Code of Student Conduct, roommate 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 Residence Manager or designate, and agrees to adhere to the requirements within it.

7.6 Room Inventory Report: A Room Inventory Report must be completed through the Residence Portal within forty-eight (48) hours of occupancy. This information will be retained by the Residence Office for the purpose of comparison to the move-out inspection form at the end of the Resident's term. Residents 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. There will be inspections of all rooms for pests by contracted specialists including using canine units at least once during the summer. 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 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 Residences may also refer the matter for investigation and adjudication under the 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 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 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 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 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 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 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 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: The Resident is responsible for ensuring the Resident has sufficient personal insurance to cover any damage to or loss of belongings or personal injury, including Resident's guests. Residents can often obtain coverage through a "rider" on the family's tenant or home insurance policy, which should include liability coverage for injury or damage caused by the Resident. In addition, Humber is not responsible for replacing any food that may be lost or spoiled due to a refrigerator failure or power interruption.

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

10.4 Entry: Humber Residences 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 May – August period. Humber Residences reserves the right to enter rooms without notice to maintain safety and security or to uphold the Student and Residence Codes of Conduct, in the event of an emergency or concern of a potential emergency, or to disengage any device which may be operating in the Resident's absence (i.e. 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 May – August period is when the majority of this work is done. Every reasonable effort will be made to advise Residents of the renovations and/or construction activities.

10.6 Residence ID Card/Guest Cards: The Residence ID Card/Dining Plan Card remains the property of Humber Residences and shall be returned upon request or upon termination of occupancy. The Resident shall be responsible for safeguarding the Residence Key Card/Dining Plan Card. Residents will be subject to replacement fees for lost or damaged cards. The Resident agrees not to allow copies to be made of the Residence ID Card or Residence Guest Cards, provided by the Residence Office and understands this is subject to sanctions. Residents are responsible for guests, and are subject to sanctioning if the guests are in possession of a copied Room Key or guest card.

10.7 Items Left Behind: Property left in Residence longer than 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 Residence Code of Conduct, the Student Residence Handbook, the Humber/University of Guelph-Humber Code of Student Conduct, Smoke-Free Campus Policy and the Acceptable Use 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 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>