

## HUMBER RESIDENCE AND DINING AGREEMENT 2021-22 TERMS AND CONDITIONS

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## A) RESIDENCE AGREEMENT

### 1.0 PREAMBLE

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

This Agreement governs the relationship between Humber Students who complete the Residence application (the "Resident(s)") and The 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 (collectively, "Humber Residence" or "Residence").

The submission of a Residence application indicates that the student has read and understood the conditions of the Residence and Dining Agreement and its related documents as a condition of applying to and, if accepted, living in Residence at Humber. The Resident agrees that the Terms and Conditions of the Residence and Dining Agreement, 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 the first day of Move In Week, as outlined in Section 3.0 until 24 hours after the Resident's last exam, or 12:00 p.m. noon on April 25, 2022, whichever comes first. The Term of this Agreement excludes the Mid-Year Break (as outlined in Section 3.0). If the Resident has been approved to live in Residence for the Fall semester only, the Agreement ends 24 hours after the Resident's last exam, or 12:00 p.m. noon on the last day for Residents to leave for the Mid-Year Break, as outlined in Section 3.0, whichever comes first. If the Resident has been approved to live in Residence for the Winter semester only, the Agreement begins at 10:00 a.m. on the Saturday before the first day of Winter term, as outlined in Section 3.0, and ends 24 hours after the Resident's last exam, or 12:00 p.m. noon on Move Out Day, as outlined in Section 3.0, whichever comes first.

- 2.1 Mid-Year Break:** During the Mid-Year Break as outlined in Section 3.0, the Residence will be closed and all residents must vacate the Residence. 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 22, 2021, and between 12:00 p.m. January 4, 2022 and 10:00 a.m. on the Saturday before the Winter term begins, January 8, 2022. A nightly rate for additional accommodations will apply, as per Section 5.0, subject to extension approval from the Residence Office. Residents will be able to access the online residence extension application by mid-October and must submit to the Residence Office by no later than 12:00p.m. on December 3, 2021. All Residents without exception must vacate their rooms by 10:00 a.m. December 22, 2021, until 12:00 p.m. January 4, 2022.
- 2.2 Limited to Term of Occupancy:** The Residence and the Room are not intended for year round occupancy. This Agreement is for the provision of accommodation as stipulated in 2.0. A Resident may submit a Residence application for a subsequent term or terms, but there is no guarantee of accommodation on the basis of previous occupancy in the Residence.
- 2.3 End of Semester Check-Out Time:** This Agreement does not guarantee continued occupancy in Residence beyond the dates specified in this Agreement. A Resident may seek permission to remain past 12:00 p.m. noon on their move out date, as outlined in 3.0, by submitting a request on the appropriate form available as of mid-March on the residence application portal. This form must be submitted by April 8, 2022. Such requests will be considered and determined by the Residence Office in its absolute discretion. Residents granted an extension past 12:00p.m. on April 25, 2022 are subject to paying a nightly rate for extra time granted, outlined in Section 5.0, and may be required to change rooms. If the Resident wishes to continue to stay in Residence for subsequent semesters, the Resident must apply and meet the eligibility criteria. A separate application to live in Residence for the summer will be available on the website [humber.ca/residence](http://humber.ca/residence) in March.

### 3.0 IMPORTANT DATES

July 18, 2021:	Last day to cancel Residence application and be eligible to receive \$500 deposit refund First installment of Residence Fees due Deadline to submit Provincial Aid Installment Form, if applicable
August 29, 2021:	Move In Week begins for First Year Residents
September 3, 2021:	Returning Residents may begin moving in
November 26, 2021:	Second installment of Residence Fees due
December 20, 2021:	First day of the Humber Resident Mid-Year Break; Last day for Residents to leave for the Mid-Year Break by 12:00p.m.; Move Out date for one semester Residents
January 8, 2022:	Residence re-opens to Humber students after Mid-Year Break at 10:00a.m.; Move In Day for Winter Only Residents
April 25, 2022:	Last day of Humber Academic Year Residence operations; All Humber Residents must move out by 12:00p.m. noon

### 4.0 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 or the University of Guelph-Humber as a full-time student 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 or the University of Guelph-Humber throughout the academic year 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 student must pay the residence deposit by the applicable due date, as outlined in 5.1.

**4.1 Returning Resident Application Eligibility:** Returning Resident applicants refers to those students who have lived in Residence previously. If a student has been enrolled at Humber or University of Guelph-Humber previously, but never lived in Residence, the student is considered to be a First Year Applicant and may apply as such. Returning Residents are expected to be positive role models in the residence community and all eligibility criteria in 4.0 must be met.

**4.2 Wait Lists:** When the Residence is at capacity and a wait list is created, applicants will be assigned to a wait list position by the Residence Office. Offers made once a wait list has been reached will expire within 48 hours prior to July 18, 2021 and within 24 hours for offers made on or after July 18, 2021. Should students wish to remove their name from the wait list, they should cancel online. For more information on how to cancel, please visit <http://humber.ca/residence/apply-rates/cancellations>

**4.3 Conditions for Acceptance of Fall Semester Only Residents:** Students are eligible for a Fall semester contract only if the student has met the eligibility requirements referenced in 4.0, is in financial good-standing, and under one of the following circumstances:

- a. The student will fulfill the requirements for graduation during the fall semester, and has applied for winter convocation.
- b. The student is enrolled in a College/University-operated study-abroad or exchange program for the winter semester.
- c. The student is enrolled in a co-op program and has obtained College/University-supervised work-term employment for the winter semester.

**4.4 Limitations in Providing Accommodation:** The Resident acknowledges that the Residence does not provide Assisted Living. The Residence does not have the facilities, resources or expertise to deal with serious behavioural, emotional issues or illness. When a Resident exhibits physical and/or psychological behaviour beyond the scope and expertise of what may reasonably be provided by the Residence, 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.

**4.5 Service Animals.** Humber Residence 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.

**5.0 RESIDENCE FEES**

- a. Residence Fees include accommodation from 8:00 a.m. on the first day of Move In Week as outlined in Section 3.0, until 24 hours following the Resident’s final first term exam in December 2021 or the beginning of the Mid-Year Break as identified in Section 3.0, whichever is earlier; and from 10:00 a.m. on the Saturday before the Winter term begins and Residence re-opens after the Mid-Year Break, as outlined in Section 3.0, until 24 hours after the Resident’s final exam in April 2022, or until the end of the Agreement period, at 12:00 p.m. noon on the last day of Humber Academic Year Residence operations as outlined in Section 3.0, whichever is earlier.
- b. The Resident agrees to pay the Residence and Dining Plan Fees for the academic session identified in the 'Residence Fee Schedule' below (depending on the options chosen on the Resident’s application) on the dates indicated:

Room Style	Room Rate	Dining Plan	Total	Deposit Due with Application	1st Installment Due July 18, 2021	2nd Installment Due Nov. 26, 2021
Single	\$7,024	\$2,350	\$9,374	\$500	\$5,625	\$3,249
Single	\$7,024	\$2,850	\$9,874	\$500	\$6,125	\$3,249
Single	\$7,024	\$3,400	\$10,424	\$500	\$6,675	\$3,249
Single - One Semester	\$3,772	\$1,175	\$4,947	\$500	\$4447 (due July 18 for Fall; Nov. 26 for Winter)	
Suite	\$8,870	\$2,350	\$11,220	\$500	\$6,732	\$3,988
Suite	\$8,870	\$2,850	\$11,720	\$500	\$7,232	\$3,988
Suite	\$8,870	\$3,400	\$12,270	\$500	\$7,782	\$3,988
Suite - One Semester	\$4,616	\$1,175	\$5,791	\$500	\$5291 (due July 18 for Fall; Nov. 26 for Winter)	
Single - Additional Accommodations	\$27/night	n/a				
Suite - Additional Accommodations	\$32/night	n/a				

- c. The payments due at each due date for a full academic year (August 29, 2021 – April 25, 2022) should not be interpreted as payment by semester. An administrative fee will apply to payments made by credit card, excluding the initial \$500 Residence deposit.
- d. Residents who are offered a space in Residence on or after September 11, 2021 for Academic Year or Fall Term, or on or after January 15, 2022 for the Winter Term, will be charged a fee prorated by week and the move in date will be stipulated in a separate email from the Residence Office.

**5.1 Deposits:** Residence deposits act as a down payment towards a student’s total residence fees and are non-refundable and non-transferable after 5:00 p.m., July 18, 2021. Residence deposits will only be refunded after July 18, 2021 if the offer of admission has been rescinded by Humber for academic reasons.

- a. Humber students who receive residence offers will be required to pay the \$500 deposit within 48 hours if the offer is made prior to July 18, 2021 and within 24 hours if the offer is made after July 18, 2021.
- b. When a deposit is paid for an offer made after July 18, 2021, the deposit becomes immediately non-refundable.

**5.2 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 between June 30 – July 18, 2021 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 no later than August 20, 2021 for the first installment or December 10, 2021

for the second installment. Further, the Resident agrees to advise the Residence Office immediately upon becoming aware of any possible problem or delay in obtaining provincial aid funding.

**5.3 Tax Exemptions:** Ontario Universities and College Residences are tax-exempt and Residents are not charged taxes on Residence Fees. As such, the Resident may claim only \$25 as the occupancy cost for the part of the year lived in Residence. If filing either a paper or an electronic income tax return, the Resident does not need to include receipts with the tax return. For that reason, Humber Residence does not provide tax receipts.

## **6.0 WITHDRAWAL AND TERMINATION OF RESIDENCE**

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

**6.2 Refunds of the Residence Fees:** If a Resident chooses to withdraw from the Residence for any reason, a \$500 Withdrawal Fee is charged for early termination of this agreement. In addition, the Resident will also be responsible for the residence fees for up to 60 nights unless an external replacement is found who meets the admissions requirement. If an external replacement is found, they will replace the first student on the list of withdrawals based on room type and campus, regardless of the specific location of the assigned room. External replacements are applied on a campus-wide basis, based on room type. When a resident withdraws, Residence Fees will be prorated to the date that the room is re-occupied by a new Resident selected by the Residence Office, or to 60 residence nights after the Resident moved out, whichever is less. The withdrawal will not be processed until an official Residence Withdrawal Form is submitted. More information can be found at:  
<http://humber.ca/residence/current-students/withdraw>.

- a. 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 Residence Manager.
- b. 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 and the Office of the Registrar will contact the Resident by email within 10 days of the Residence processing the withdrawal to confirm whether the Resident would like to have the credit remain on their account or have a refund issued. If the Resident chooses to be issued the refund, it will be returned in the manner in which it was originally paid.
- c. No refunds of Residence Fees are given during the last 30 days of any term.

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

- a. 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;
- b. Does not maintain a passing average at each semester's end;
- c. Engages in conduct which 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 eviction from Humber Residence and/or expulsion from Humber or University of Guelph-Humber.

A Resident removed from Residence due to disciplinary reasons risks forfeiture of all Residence and Dining Plan fees. Each case will be dealt with on an individual basis, and the decision of the Residence 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 Residence buildings 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 of \$75 per payment and may result in the cancellation of the Residence and Dining Plan Agreement. The Resident could be required to vacate the room and the Residence on seven (7) days' notice from the Residence Office.

**6.5 Withholding Transcripts/Graduation/Ability to register in courses:** Humber reserves 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 12:00 p.m. noon on the first day of classes each term will result in the Residence contract being cancelled and the deposit forfeited. Exceptions will be made for Residents with late-start programs as well as for students who request permission in advance from the Residence Office and receive written confirmation. Should a student fail to arrive by the date stated in the email confirmation, the student will forfeit their deposit and will be responsible for residence fees beginning August 29, 2021 for the Fall term or January 8, 2022 for the Winter term, to the date that the room is re-occupied by an external replacement selected by the Residence Office, or up to 60 residence nights after the Resident moved out, whichever is less.
- 6.8 Abandonment of Unit:** The Resident acknowledges that a Resident's Room may be deemed to be abandoned where the Resident has, in the opinion of the Residence Office, vacated the Resident's Room and a) failed to complete the official withdrawal form to advise the Residence Office of withdrawal OR b) failed to respond to a Notice of Abandonment sent by Residence Office. Abandonment is grounds for termination of the Resident's occupancy by the Residence Office and subject to the \$500 withdrawal fee and the Residence room fees until Humber Residence is able to rent the room to a student who is not a current Resident and meets the conditions as outlined in Section 4.0.
- 7.0 ROOM ASSIGNMENT, ROOM ACCESS AND ROOM CONDITION**
- 7.1 Room Assignment:** While every effort will be made to accommodate the Resident's choice of room style, floor type and suitemate, Humber Residence 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 Residence 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 and/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.
- 7.3 Room Transfers During the Academic Year:** A Resident must receive written permission from the Residence Life Coordinator and the Residence Office to change rooms. Room change requests will only be granted after the Canadian Thanksgiving weekend and after January 31 (for the winter intake). A \$100 fee will be charged to cover cleaning and administrative costs. If the Resident relocates to an upgraded room, the Resident will also be charged the higher Residence Fees. The Residence Office and its delegates have the authority to grant or deny such a request in its sole discretion.
- 7.4 Room Condition and Size:** Residence Fees are charged based on room type. Adjustments to Residence Fees will not be made based on room condition or the furnishings provided.
- 7.5 Room Furniture and Decorating:** Residents may not remove furniture from residence rooms or bring in beds, mattresses, or upholstered (cloth) items into the residence. Residents in suite style rooms only may bring in limited items as described in the Student Residence Handbook and the Move In Guide. Residents may not paint, tile or make any physical alterations to any part of the residence space.
- 7.6 Removing Items from Room:** All furniture found in the room must remain in the room and on Humber property. There are no storage spaces in Residence.
- 7.7 Subletting Not Permitted:** Rooms may only be occupied by the assigned Resident. Unauthorized occupation or "subletting" of a room will result in eviction of the occupant and sanctions against the Resident.
- 7.8 Room Inventory Report:** A Room Inventory Report must be completed through the Residence Portal within forty-eight (48) hours of occupancy. This information will be retained by the Residence Office for the purpose of comparison to the move out inspection form at the end of the Resident's term. Residents that fail to submit the Room Inventory Report accept the accuracy of the records 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.
- 7.9 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. If a unit is found to be in poor condition, the Resident will have twenty-four (24) hours to remedy the situation. Should the room fail re-inspection, Residence Staff will be dispatched to clean the room and

the Resident will be charged a minimum \$100 cleaning fee. Repeated infractions may affect residency. All Residents occupying a suite are jointly and severally responsible for missing items, damages to, or cleaning required for shared areas within the suite. The shared areas include the kitchenette and bathroom.

- 7.10 Pest Policy:** The Resident agrees that should the Resident suspect the presence of pests including bed bugs in the Resident's room, the Resident must notify the Residence Office immediately. The Resident will not be relocated as this may result in the transfer of pests to a new room. The Resident will receive no reduction in Residence Fees. There will be inspections of all rooms for pests by contracted specialists including canine units, at least once during the term of the Residence and Dining Agreement. 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>.
- 7.11 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 20, 2021 to 10:00 a.m. January 8, 2022. 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.
- 7.12 Renovation and Construction:** Humber reserves the right to perform renovations or major repairs at any time of the year. Every reasonable effort will be made to consult and advise Residents of the renovations and/or construction activities.
- 7.13 Move Out Condition:** The Resident agrees to leave their room in a condition that is equal to the condition of the room when they moved in. All furniture in the room must be returned to its original location and position or the Resident will be subject to additional charges on the Resident's student account. Inspections will be completed by Residence Staff after the Resident has moved out. If the unit is not thoroughly cleaned prior to leaving and/or if damages are present, the Resident will be charged accordingly.
- 7.14 Common Area Standards:** Residents will be jointly and severally responsible for cleanliness, vandalism and damages that are not considered normal wear and tear in common areas (i.e. hallways, bathrooms, lounges, elevators stairwells, etc.) Costs for repairs, cleaning, or replacement of Humber property will be assigned to each Resident as determined by Residence Staff. All Residents are expected to participate in maintaining a standard of cleanliness and repair which constitutes a hospitable and civil environment for everyone.

## **8.0 RESIDENCE COMMUNITY STANDARDS**

- 8.1 Documents Governing Conditions, Guidelines and Policies:** The Resident acknowledges that the rules, regulations and policies outlined in the Student Residence Handbook, the Residence Code of Conduct, 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 Residence has 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 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/fire safety equipment;
- f. Accessing a restricted area.

- 8.2 Inappropriate Behaviour:** 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 4.4.

- 8.3 Notifying Emergency Contact:** Regardless of the age of the Resident, the Residence Life Manager, or delegate, may contact the Emergency Contact as provided by the Resident through the Residence application process, in the event serious illness, injury or hospitalization, or in the event of a 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 Residence upon hearing a fire alarm and/or when an emergency situation requires evacuation. Residents requiring assistance in evacuating must advise the Residence Office prior to move-in. Residents must participate when fire drills take place through the year and are required to proceed to the designated assembly point where additional instructions will be provided. Residents are required to follow Fire Safety Procedures outlined in the Student Residence Handbook.
- 8.5 Commercial Activity Prohibited:** Residents are not permitted to engage in any commercial activity in Residence rooms or common areas.
- 8.6 Guests:** Guests of Residents must abide by the same rules and regulations as outlined in the Student Residence Handbook, Residence Code of Conduct and Humber/University of Guelph-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).

## 9.0 PHOTO/VIDEO RELEASE

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

## 10.0 TELECOMMUNICATIONS

- 10.1** The Resident acknowledges that the submission of a Residence application indicates that the Resident agrees to receive electronic communications from Humber Residence.
- 10.2** 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.

## 11.0 GENERAL

- 11.1 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.
- 11.2 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.
- 11.3 Force Majeure:** To the extent that Humber is unable to fulfill or is delayed or restricted in fulfilling its obligations under this Agreement by any cause beyond its control, Humber shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensations as a result. Without restricting the generality of the foregoing, Humber shall not be responsible for failing to meet its obligations under this Agreement due to a



strike by its employees, a lock-out of employees by Humber, and/or any other form of job action or labour unrest, or due to 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.

- 11.4 Residence ID Card/Guest Cards:** The Residence ID Card/Dining Plan Card remains the property of Humber Residence 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.
- 11.5 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. The Resident indemnifies and holds harmless Humber and University of Guelph for any costs, damages, or other expenses arising out of or any way connected with the disposal of items left behind or abandoned.
- 11.6 Providing Notice to Residents:** Any notice required to be given to a Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident's email address, using the email address provided through MyHumber, unless updated directly to the Residence.
- 11.7 Information Sharing with Elections Officials:** In the event a federal, provincial or municipal election is called, a Resident's applicable personal information will be provided to Elections officials in order to establish an accurate voter's list.
- 11.8 Residents under the Age of 18:** Where the Resident is under the age of 18 years, the Residence and Dining Agreement must also be signed by the parent or legal guardian of the Resident. The parent or guardian of the Resident acknowledges full responsibility and liability for the obligations of the Resident as provided for in this Agreement, including but not limited to, payment of all Residence Fees. Any issues relating to conduct are only shared with the Resident unless the Resident releases permission to do so with the parent or legal guardian.
- 11.9 Online Electronic Acceptance of Residence 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/ University of Guelph-Humber Code of Student Conduct, Smoke-Free Campus Policy and the Acceptable Use Policy.
- 11.10 Headings:** Headings in this Agreement are for reference and convenience and in no way define limits or enlarge the scope of any provision of this Agreement.
- 11.11 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 "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. 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.

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, and where any conflict exists, <http://humber.ca/residence/updates> will take priority.

## **B) RESIDENCE DINING PLAN TERMS AND CONDITIONS**

### **1.0 INTRODUCTION**

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

### **2.0 DINING PLAN FEES**

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

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

### **3.0 LOST CARDS**

The Dining Plan card is also the Residence ID Card. The Resident must treat it in the same manner as cash or a credit card and report a lost, stolen or damaged card, immediately to the Residence Office. Residents will be subject to replacement fees for lost or damaged cards. Residents can cancel lost cards online at <http://mymealplan.humber.ca> or contact the Dining Plan Office.

### **4.0 DINING PLAN BALANCE IS NOT GUARANTEED TO LAST ENTIRE YEAR**

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

Residents are responsible for budgeting and managing their accounts. 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 first \$2150 from all Main Meal Accounts is 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 8, 2022 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.