THE GOVERNORS OF THE UNIVERSITY OF CALGARY ("UNIVERSITY OF CALGARY") AND THE RESIDENT AGREE THAT:

Definitions
1) In this Agreement,
   (a) "Business Day" means any day, excluding Saturday, Sunday, days listed as holidays in the University of Calgary Calendar, and any other days determined by Residence Services;
   (b) "Assigned Unit/Room" means the room and/or residence unit in the University of Calgary Residence Complex assigned by the University of Calgary to the Resident;
   (c) "Residence Complex" includes Aurora, Crowsnest, Cascade, Glacier, Global Village, Kananaskis, Olympus, Rundle, and Yamnuska Halls; the Dining Centre; all connecting tunnels; all building entrances and the courtyards; and Varsity Courts;
   (d) "Resident" shall be a registered student of the University of Calgary who holds a current Residence Services Agreement.

License Agreement
2) This Agreement is a license to occupy and does not give the Resident any rights of tenancy in the Assigned Unit/Room.

Limitations of Liability
3) The University of Calgary assumes no responsibility or liability for losses or damages to personal property.

Representations of the Resident
4) A "Non-UCalgary Resident" who holds a current Residence Services Agreement, must be approved by the University of Calgary Residence Services, who can show proof of affiliation with the University of Calgary with one of the following:
   I. Post Doctorate
   II. Researcher
   III. Intern
   IV. UCalgary Staff member
   V. Visiting Scholar

Covenants of the Resident
5) The Resident shall comply with the University of Calgary Residence Community Standards and the Housing Services Policies and Procedures posted on the University of Calgary Residence Services website, as modified from time to time. The Resident acknowledges and agrees that:
   (a) The Residence Community Standards is a legally binding appendix to this Agreement and includes procedures and sanctions to address breaches of Residence Services Agreements;
   (b) The Housing Services Policies and Procedures is a legally binding appendix to this Agreement;
   (c) The Resident has read the Residence Community Standards and the Housing Services Policies and Procedures and shall comply with all policies and community standards as outlined therein; and
   (d) Failure of the Resident to read the Residence Community Standards and the Housing Services Policies and Procedures shall not excuse the Resident from compliance.

Termination of the Agreement by the University of Calgary
6) The University of Calgary may terminate this Agreement by giving the Resident 48 hours' notice if the Resident:
   (a) ceases to be affiliated with the University of Calgary;
   (b) fails to make any payment owing under this Agreement by the date on which payment falls due; or
   (c) is found in violation of the University of Calgary non-academic misconduct policies and a resulting sanction is removal from residence.

7) Notwithstanding paragraph 6, the University of Calgary may terminate this Agreement as outlined in the Residence Community Standards which shall result in the following.
   (a) the Resident must vacate their Assigned Unit/Room and return his/her key within 24 hours;
   (b) the Resident shall be banned throughout the University of Calgary Residence including the Dining Centre for one year; and
   (c) The Resident shall be responsible for payment of the remaining balance of their term residence fees owed to the University of Calgary regardless of the date of termination.

Termination of the Agreement by the Resident
8) The Resident may terminate this Agreement upon 5 days written notice where he/she has obtained the consent of the University of Calgary Residence Services to do so. The University of Calgary may, in its sole discretion, consent to termination of the Agreement for:
   (a) Medical reasons, where the Resident has provided a medical certificate from University of Calgary Health Services, the family physician, medical specialist or psychiatrist stating the reasons as to why the Resident ought not to continue residing in the University of Calgary Residence;
   (b) Received co-op, practicum or study abroad placement;
   (c) Voluntary or required withdrawal of registration from the University of Calgary; or
   (d) Complete research/program, or complete graduate program, where the resident has provided proper documentation from the University of Calgary Admissions or faculty.

9) The administration and processing fees upon termination of the Agreement shall be in the amount of $100.00.

Occupancy
10) The University of Calgary shall permit the Resident to occupy the Assigned Unit/Room:
    (a) September 2, 2018 to 24 hours after the Resident’s last 2018 Fall Exam or December 22, 2018, whichever comes first, when a student is staying for the Fall 2018 term;
    (b) September 2, 2018 to 24 hours after the Resident’s last 2019 Winter Exam or April 29, 2019, whichever comes first, when a student is staying for the Academic 2018/2019 term;
    (c) January 1, 2019, to 24 hours after the Resident’s last 2019 Winter Exam or April 29, 2019, whichever comes first, when a student is staying for the Winter 2019 term;
    (d) Starting August 26, 2018 where the tenant has an approved early arrival due to block week, graduate program, field study, international student, or other reasons approved by Residence Services

11) The Resident shall not occupy the Assigned Unit/Room at any other time without the prior authorization of the University of Calgary Residence Services and having paid set fees for the time period authorized.

12) Residents must live in the residences assigned to them. Unauthorized room transfers are prohibited. Room transfer requests may be submitted to Residence Services, but no Resident should ever assume a request will be approved. The authorization of room transfer requests shall always be at the sole discretion of University of Calgary Residence Services.

13) Keys assigned to a resident must never be shared or loaned. Lost keys must immediately be reported to Residence Services. Lost keys and lockouts are subject to fees.
14) Any Resident found occupying a Unit/Room without prior authorization of the University of Calgary Residence Services will be held responsible for all damages and fees incurred, as well as other sanctions, up to and including possible eviction.

15) In the event that the Resident has taken occupancy of the Assigned Unit/Room after September 21, 2018, remaining fees are due upon one (1) week after the start date of occupancy.

16) The University of Calgary Residence Services reserves the right to reassign a Resident to an alternate Assigned Unit/Room. The Resident shall move within 24 hours of receiving a reassignment notice.

17) The Resident shall not assign this Agreement or permit any person to occupy the Assigned Unit/Room other than as assigned by the University of Calgary Residence Services.

Residence Services Right of Entry
18) The Resident shall permit the University of Calgary, or its agents, entry for the purpose of inspecting the condition of the Assigned Unit/Room after giving the Resident 24 hours advance notice of entry via the Resident’s primary email address or mailbox, as set out in paragraph 38, or through paper notices posted in the University of Calgary Residence building entrances or other common areas.

19) The Resident shall permit the University of Calgary, or its agents, entry for the purpose of inspecting the condition of the Assigned Unit/Room without notice or consent:
(a) When a Resident submits a request for maintenance or other facilities services;
(b) When there is reason to suspect a threat to a person’s health or safety;
(c) when there is reason to suspect an occurring or potential facilities hazard, for example, pests, water damage or fire safety; or
(d) When there is reason to suspect a violation of this Agreement, the Residence Community Standards, a University policy or an applicable law/law.

Insurance
20) Prior to the Resident taking possession of the Assigned Unit/Room, the Resident shall (i) obtain liability insurance to a minimum limit of one million dollars ($1,000,000.00) to cover any liability arising from their actions in the Assigned Unit/Room or the University of Calgary Residence; and (ii) obtain the requisite insurance for the Resident’s personal property. Proof of insurance, to the satisfaction of the University of Calgary must be provided to the University of Calgary by September 21, 2018 if staying for the Academic or Fall terms, or by January 25, 2019 is staying for the Winter term. The Resident must maintain this insurance coverage throughout the period of stay and failure to maintain said insurance may result in the immediate termination of this Agreement. The University of Calgary’s failure to request proof of insurance shall not constitute a waiver of the requirement to maintain said insurance. The University expressly acknowledges and agrees that the University of Calgary shall not be liable or responsible in any way for any loss or damage to property belonging to, under the control of or in the possession of the Resident or any invitee of the Resident. The Resident waives and releases any and all of its rights of recovery against the University of Calgary with respect to any loss or damage to personal property located on or about the assigned Unit/Room or within the University of Calgary Residence. For greater certainty, this section shall survive the expiration or termination of the Agreement.

Vacant Possession
21) Where this Agreement is terminated, the term of the Agreement has expired, or the Resident’s Assigned Unit/Room is reassigned by Residence Services, the Resident shall:
(a) vacate the Assigned Unit/Room, leaving all of the Assigned Unit/Room’s furnishings and fixtures in it completely clean and in good condition, reasonable wear and tear excepted; and
(b) Deliver the assigned University of Calgary Residence keys and laundry card to Residence Services by 11:00am on the Resident’s departure date.

22) Where the Resident does not vacate the Assigned Unit/Room in accordance with this Agreement:
(a) The University of Calgary or its agents may enter and occupy the Assigned Unit, and
(b) The Resident shall pay the University of Calgary for any occupation of the Assigned Unit/Room beyond the date vacancy is required by this Agreement.

23) Where the Resident has breached this Agreement, the Resident shall pay to the University of Calgary all costs incurred by the University of Calgary to rectify the breach. Where the Resident has failed to leave the Assigned Unit/Room and its furnishings and fixtures clean and in good condition, reasonable wear and tear excepted, the Resident shall pay to the University of Calgary all costs incurred by the University of Calgary in restoring the Assigned Unit/Room to a clean and habitable condition. Where the Resident or a guest of the Resident has caused damage to any property in the Residence Complex, the Resident shall pay to the University of Calgary all costs incurred by the University of Calgary to repair the damage.

24) Where this Agreement is terminated, the Resident shall pay to the University of Calgary forthwith the administration and processing fees set out in this Agreement and any other amounts owing pursuant to this Agreement.

25) When the Resident owes to the University of Calgary any moneys pursuant to this Agreement, the University of Calgary may place a student on academic withhold, entailing withhold of transcripts of grades, deny changes to registration or registration for future sessions, as well as access to other University services, until the Resident has paid the monies owing.

26) Longstanding amounts due to the University of Calgary may be assigned to a debt collection agency.

Guests
27) Having guests in residence is a privilege. Residents are always responsible for the conduct of any guests or others they allow into the Residence complex. Residents must accompany their guests virtually all of the time. On rare occasions when a resident cannot reasonably accompany a guest (e.g. the guest goes to the washroom), the resident should know the guest’s location. Anybody who does not live in a building is a guest in that building. Anybody who is not assigned to a room/suite is a guest in that room/suite. Residents must comply with the following in respect to their guests:
(a) a Resident may host a maximum of 4 guests in their Assigned Unit/Room at any time;
(b) a guest is permitted to stay overnight to a maximum of 3 consecutive nights and 9 total nights per semester;
(c) no overnight guest is permitted without the consent of the Resident’s roommate(s);
(d) Residents who violate guest regulations or permit entry to somebody who has been banned may have their guest privileges revoked; and
(e) Residence complex entrances may be monitored with check-in desks and guests may be prohibited during Orientation Week, Bermuda Shorts Day or other occasions requiring greater attention to safety and security.

Pets
28) All pets are prohibited, except fish kept in an aquarium with a volume equal to or less than 25 litres. Pets are subject to immediate removal from residence complex.

Prohibited Items
29) It is prohibited to store or use any of the following:
(a) mattresses, refrigerators or freezers other than those provided by University of Calgary Residence Services;
(b) hot plates other than those purchased from the University of Calgary Residence Services;
(c) electric water dispensers, dishwashers, power tools or large appliances;
(d) alcohol containers with a volume equal to or greater than two litres, and all liquid containers with a volume greater than four litres;
(e) all drugs, except for over-the-counter medications or prescribed medications (strictly limited to the terms of the prescription);
(f) items which may reasonably be construed as paraphernalia for drugs or rapid and/or excessive alcohol consumption; and
(g) items which may reasonably be construed as weapons, including but not limited to swords, air guns, paintball guns;
(h) items which are intended to be burned/combusted, or items in which the sole purpose is to be burned/combusted;
(i) items which may be considered to be a fire hazard, including but not limited to halogen lamps, candles and dead trees.

Smoking Regulations
30) Smoking (whether tobacco, marijuana or otherwise) is prohibited in indoor areas and in outdoors areas that are located within 7.5 meters of indoor areas. Residents who smoke are responsible for ensuring that there is no significant odor of smoke, as determined by staff, in their units/rooms. A unit/room with significant odor of smoke will be treated as if smoking has occurred inside the premises. Devices that simulate smoking, including but not limited to electronic cigarettes and electronic hookah may be stored, but not used indoors.

Services
31) The University of Calgary Residence Services shall provide the Resident with access to the University of Calgary Wireless or Ethernet Network (the “RezNet Services”) for Internet access for the duration of the contract period.
32) In order to access RezNet Wireless or Ethernet Services, the Resident shall obtain and maintain, at his or her cost, the necessary software and hardware. For Wireless Networking, that is 802.11(b) or 802.11(a) Wi-Fi compliant. Installation of 802.11 wireless Ethernet and Ethernet cards is the sole responsibility of the Resident.
33) It is understood by the Resident that RezNet Services are provided to the Resident under this Agreement on an “as is” basis, without representation or warranty by the University of Calgary of any nature or kind. Without limiting the foregoing sentence, the University of Calgary does not represent or warrant to the Resident as to the contents or quality of the RezNet Services nor that the RezNet Services shall be provided without disruption. The Resident acknowledges that delivery of RezNet Services by the University of Calgary may be subject to failure or disruption due to safety concerns, technical or mechanical limitations or due to causes beyond the University of Calgary’s control. Residents shall access and use the RezNet Services at their sole risk.
34) In their use of the RezNet Services, Residents shall comply with all applicable University of Calgary policies, agreements, and standards, including but not limited to, the Electronic Communications Policy, the Computing Services Agreement and the Residence Community Standards. The Resident shall be responsible for familiarizing himself or herself with such policies, agreements, and standards.
35) The University may suspend or terminate RezNet network service if the student:
   (a) uses or allows others to use services illegally or to make annoying, offensive or harassing emails;
   (b) uses the service contrary to terms of acceptable use as per University policies;
   (c) fails to remove interfering or troublesome equipment when asked to do so;
   (d) uses or allows others to use the services in a way that prevents fair and proportionate use by others; or
   (e) uses equipment in a manner that causes interference with another students experience while living in Residence or violates the community standards.
36) The University may suspend internet service without notice for the purposes of investigating inappropriate use.

Communication
37) With the exception of notices from the University of Calgary to the Resident pursuant to paragraph 19, University of Calgary Residence Services may communicate with the Resident via the primary email address used by the Resident when logging into her/his online account. Correspondence may also be sent via hard copy to the Resident’s mailbox. Communication sent via email or mailbox is considered delivered and received 24 hours after delivery. Important and/or time sensitive information may be communicated; therefore, the Resident must check her/his mailbox, primary email address, or spam folder in that account every 24 hours. Consequences resulting from the Resident’s failure to check a mailbox, a primary email address, or a spam folder in that account every 24 hours are solely the Resident’s responsibility.
38) Residence Services staff are restricted from providing any information about residents to third parties (parents and/or guardians are considered third parties under this provincial legislation). Room numbers, addresses, phone numbers, account balances, student conduct history, grades, etc., are all considered private information under the Freedom of Information and Protection of Privacy Act (FOIPP), and cannot be released without a resident's written permission. FOIPP applies to all students, regardless of their age status as a minor.

Notice
39) Any notice by the the University of Calgary to the Resident shall be in writing and shall be deemed served if it is:
   (a) served on the Resident personally;
   (b) left at the Resident’s Room;
   (c) left in the mail box assigned to the Resident by the University of Calgary;
   (d) emailed to the Resident’s email address that was supplied on their application of residence; or
   (e) given via telephone or telephone voicemail to the Resident’s telephone number that was supplied on their application of residence.
40) Any notice by the Resident to the University of Calgary Residence Services shall be in writing and shall be deemed served if it is delivered to the University of Calgary Residence Services to a person who is employed by University of Calgary Residence Services, or sent by double registered mail to:
   Associate Director, Housing Services & Residence Education,
   The University of Calgary
   DC 01, 2500 University Drive N.W.
   Calgary, AB Canada, T2N 1N4
   A notice served personally shall be effective on the second Business Day after service, and a notice sent by mail shall be effective on the fourth Business Day after mailing.

Late Admissions
41) If the University of Calgary Residence Services assigns the Assigned Unit/Room to the Resident after September 14, 2018 for the Fall 2018 or the Academic 2018/2019 terms, or January 14, 2019 for the Winter 2019 term the Assigned Unit/Room fee shall be pro-rated to the assigned move-in date.
42) Remaining fees are due upon one (1) week after the start date of occupancy.

Costs & Timing of Payments
43) Fees for Residents living in:
   (a) Crownsnest Hall:
      i) Advance Payment of $500.00 will be put towards the first month’s residence fees.
      ii) A $5.00 activity fee will be charged each month.
iii) Residence Fees as stated in article 46, will be split into monthly payments
iv) Monthly residence fees are due by the first business day of each month.
v) Failure to make payment on the due date will result in a late payment fee of $25.00 each month.

(b) Non-Crowsnest Hall:
i) Advance Payment of $500 will be put towards their first term residence fees.
ii) The activity fee will be split between both terms.
iii) Residence Fees stated in article 46 will be split between the two terms
iv) Remaining payments are to be paid:
   1) Fall term fees will be paid by September 21, 2018;
   2) Winter term fees will be paid by January 25, 2019.

44) All expenses incurred by the University on account of the Resident or her/his guest(s) shall be charged back to the Resident, regardless of whether the expenses were incurred through deliberate, inadvertent or accidental actions of the Resident or her/his guest(s). Such expenses include, but are not limited to, labour, materials, and/or administrative expenses associated with confiscation, damage, disposal, fire safety, housekeeping, property loss or storage.

Additional Fees
45) The Resident shall pay to the University of Calgary the amounts agreed to in this Agreement, on the dates set out herein, including:
   a) an Activity Fee of $40.00 for residents living in Aurora, Crowsnest, Glacier, Olympus, Yamnuska and Cascade Halls;
   b) a fee for the occupancy of the Room, including a non-refundable Advance Payment;
   c) an administration fee of $50 where the Resident elects to pay the fees owing to the University in more than two;
   d) an administration fee of $50.00 for improper check-out will be charged whereby the Resident does not vacate the Assigned Unit/Room within the terms of this Agreement;
   e) an administration fee of $100.00 for every day not checked out will be charged whereby the Resident does not vacate the Assigned Unit/Room within the terms of this Agreement.
   f) an administration fee of $250 to have items removed from room after three (3) days, if Resident does not vacate the Assigned Unit/Room within the terms of this agreement
   g) a fee for a meal plan as selected by the Resident or the minimum plan required for the location under paragraph 49.

Room Fees
46) The Resident shall pay to the University of Calgary the amounts below including the activity fee and fridge fee (if applicable) if staying for the full academic term. The resident shall pay half the price shown including the activity fee and fridge fee (if applicable) below if they are staying for only one term.

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<th>Apartment Residence</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Couples Housing</th>
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