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, Crownest, Cascade, Glacier, Global Village, Kananskis, Olympus, Rundle, and Yammuska 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) The Resident shall be enrolled as a student at the University of Calgary for the entire duration of the occupancy period.

Covenants of the Resident
5) The Resident shall comply with the University of Calgary Residence Community Standards 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 Resident has read the Residence Community Standards and shall comply with all policies and community standards as outlined therein; and
   c) Failure of the Resident to read the Residence Community Standards 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 a student at 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 1, 2019 to 24 hours after the Resident’s last 2019 Fall Exam or December 21, 2019, whichever comes first, when a student is staying for the Fall 2019 term;
   b) September 1, 2019 to 24 hours after the Resident’s last 2020 Winter Exam or May 1, 2020, whichever comes first, when a student is staying for the Academic 2019/2020 term;
   c) January 1, 2020, to 24 hours after the Resident’s last 2020 Winter Exam or May 1, 2020, whichever comes first, when a student is staying for the Winter 2020 term;
   d) Starting August 25, 2019 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) Requests for change of roommate staff assignments 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. Requests for residence staff to enter their unit on a resident’s behalf may be 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 20, 2019, 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.
Residence Services Right of Entry

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 that a window might be left open during cold weather that might cause facility damage such as pipe bursts;
(c) When there is reason to suspect a threat to a person’s health or safety;
(d) When there is reason to suspect an occurring or potential facilities hazard, for example, pests, water damage or fire safety; or
(e) When there is reason to suspect a violation of this Agreement, the Residence Community Standards, a University policy or an applicable law/ bylaw.

Insurance

20) Prior to the Resident taking possession of the Assigned Unit/Room, the Resident shall:

(a) 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;
(b) 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 1, 2019 if staying for the Academic or Fall terms, or by January 1, 2020 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 Resident shall provide proof of valid insurance at any time during the term of this agreement, if so requested by Residence Services. The Resident has the option to sign an authorization form to allow Residence Services to verify the insurance directly with their insurer. Should the Resident cancel their insurance policy anytime during the term of this agreement, they must provide Residence Services with a copy of the new insurance at least 7 days prior to the cancellation of the original insurance. The University of Calgary’s failure to request proof of insurance shall not constitute a waiver of the requirement to maintain said insurance. The Resident 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 any and all 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 this 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.

Charges

27) All expenses incurred by the University as a result of a resident or their guest(s) not complying with the Agreement are subject to being charged back to that resident, regardless of whether the expenses were incurred deliberately, inadvertently or accidentally. This includes but is not limited to labour, materials and/or administrative expenses associated with confiscation, damage, disposal, fire safety, housekeeping, property loss or storage. Any costs associated with removal and disposal of outside furniture will be charged back to the responsible resident.

28) A list of standard charges can be found on the Residence Services website. All charges not listed will be charged at material costs plus applicable labour rates.

Abandoned Property

29) Property left behind after a resident vacates a room, suite, apartment or townhouse will be stored for 30 days. If it is not claimed by that time, the property will be donated or disposed of, as appropriate. Charges associated with abandoned property, including but not limited to labour costs associated with storage and/or disposal, will be charged to the resident.

Cleanliness and Disposal

30) Residents must maintain all areas of their assigned rooms/suites/townhouses in reasonably clean and sanitary condition, similar to the condition at move-in. Waste (garbage, recycling and compost) must be disposed of properly in a timely fashion. All garbage must be securely wrapped, tied and placed inside a garbage bin. Recyclables must be placed in recycling bins. Waste must not be disposed or stored anywhere other than designated areas. Residents must independently dispose of any item too large for a garbage bin.

Guests

31) 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
Residents cannot enter any area designated as restricted (or using other such terminology). Such areas include but are not limited to

Doors and Windows

- Residents must immediately report any observation or suspicion of pests, including but not limited to insects or vermin. Residents who fail to do so assume responsibility for all associated expenses. Residents may be required to help prepare for pest treatments by packing and/or cleaning. Residents may be required to leave a room/suite/apartment or townhouse for a minimum of eight hours for pest treatments, for example spraying. Staff may have to enter the room/suite/apartment or townhouse multiple times to monitor treatment progress and/or check for signs of recurrence. A treatment process may be required multiple times to thoroughly address a pest problem.

Storage

Residence Services accepts no responsibility for stored items. Residents may not store items anywhere outside rooms/suites/apartments/townhouses other than areas designated for storage. Residents who use designated areas, such as storage closets or lockers, do so at their own risk. Items stored Improperly are subject to confiscation and disposal by Residence Services.

Doors and Windows

- Residents must leave all doors locked whenever they are not at home. Residents will be held responsible for problems such as vandalism that occur inside their residence when a door was left unlocked while the residents were not at home.

Trespassing

- Residents cannot enter any room, suite, apartment or townhouse without the occupant’s consent, even if the door is unlocked.
- Residents cannot enter any area designated as restricted (or using other such terminology). Such areas include but are not limited to construction areas, roofs, and ledges.
43) Residents must comply with any reasonable request from a staff person, including but not limited to producing identification and promptly opening doors.

44) It is prohibited to impede a staff-person in the reasonable performance of their duties, including deceiving a staff-person.

Health and Safety
45) Residents must take reasonable steps to ensure an acceptable level of personal cleanliness and general hygiene.

46) Residents afflicted with a communicable disease must take reasonable steps to ensure the safety of others and also report to Residence Services so that adequate cleaning procedures can be implemented in residence.

47) Residents must abide by any health or safety directions issued by staff.

48) It is prohibited to:
   (a) use or threaten to use any weapon, imitation of a weapon and/or item that is created/intended to cause harm, or could be seen as intimidating, are strictly prohibited, regardless of whether it is typically considered a weapon;
   (b) endanger the health or safety of any person, including one’s self, whether through action or negligence. This includes situations where a person is unknowingly endangered, but the danger should reasonably have been recognized.

Smoking Regulations
49) Smoking and vaping (whether tobacco, cannabis 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, vaporizers and electronic hookah may be stored, but not used indoors.

Noise
50) ‘Courtesy hours are in effect at all times. If any resident or staff member reasonably request’s a resident to reduce the volume of their activity, the resident must comply with that request.

51) Sound systems and speakers must be used carefully, ensuring that sound and vibration cannot be detected outside the room/suite/apartment or townhouse. Particular care must be taken with subwoofers. Speakers and subwoofers must be kept a reasonable distance off the floor.

52) Standard quiet hours in single student residences are: 11 p.m. to 8 a.m. Sunday to Thursday, 1 a.m. – 8 a.m. on Friday and Saturday. During final exam season, there is a designated 23 quiet hour period.

53) Calgary’s bylaw for noise on residential properties will be applied to residents living in Varsity Courts.

Confidentiality
54) It is prohibited to share information related to a resident conduct case, except with staff. This applies to residents who are directly involved in the case, for example, incident participants or witnesses, as well as those who happen to learn such information in some other way.

55) It is prohibited to share with others information about a person which may reasonably be deemed personal or private without that person’s expressed consent, except to share concerns with staff about the well-being of the person. This includes but is not limited to information concerning health, academics, and relationships.

Services
56) 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.

57) The University may suspend internet service without notice for the purposes of investigating inappropriate use.

Communication
58) 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.

59) 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
60) 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
   given via telephone or telephone voicemail to the Resident’s telephone number that was supplied on their application of residence.

Meal Plans
61) The Resident in a mandatory building/community shall purchase a meal plan and shall select from the 5-day or 7 day unlimited ‘All you care to eat’ plans. The meal plans are provided by the University of Calgary in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c. E-15.

62) The University of Calgary shall provide meals pursuant to the meal plans in the Dining Centre at The Landing from August 25, 2019 to December 20, 2019 and from January 5, 2020 to April 30, 2020, inclusive (the “Session”), during the hours of operations as determined by University Food Services. For more information on the meal plan, please visit ucalgary.ca/unicard/meal-plans

63) The Resident shall pay the amount set below according to the choice of meal plan. All first year residents must purchase a tax exempt meal plan with a choice of two:
   a) 5 day (Monday-Friday) Unlimited entries for a value of $4,200.
   b) 7 day Unlimited entries for a value of $4,999.

Non-first year residents have options to purchase the above-mentioned meal plans or a choice of two Swipe Board Plans:
   c) 120 swipe board plan for a value of $1,380 + GST
   d) 250 swipe board plan for a value of $2,625 + GST
64) The chosen meal plan will be added to the Resident’s Unicard and the Resident will be billed to his/her residence account in two instalments: one before August 25, 2019 and the other before January 5, 2020. Each installment is equal to one half the Base Meal Plan allocation and one half the Food Funds allocation for the chosen meal plan as defined in the table below. The Special Food Fund Incentive Subsidy** will be added at the beginning of the first term.

65) A Resident may change his or her meal plan selection for the fall semester up to and including the end of the business day on September 20, 2019, but not afterward. A Resident may change his or her meal plan selection for the winter semester up to and including the end of the business day on January 31, 2020, but not afterward.

66) The 5 and 7 day unlimited meal plans expire at the end of the academic terms.

67) Refunds of balances remaining in Unicard accounts are permitted only should the Resident terminate his/her affiliation with the University of Calgary.

Late Admissions

68) If the University of Calgary Residence Services assigns the Assigned Unit/Room to the Resident after September 14, 2019 for the Fall 2019 or the Academic 2019/2020 terms, or January 14, 2020 for the Winter 2020 term the Assigned Unit/Room fee shall be pro-rated to the assigned move-in date.

69) Remaining fees are due upon one (1) week after the start date of occupancy.

Costs & Timing of Payments

70) Advance Payment of $500.00 will be put towards the first month’s residence fees.

71) A $5.00 activity fee will be charged each month.

72) Monthly payment plan fees are due by the first business day of each month.

73) If a meal plan is selected, fees for meal plans are applied to the Residence Service account and are due by September 20, 2019 and January 31, 2020.

74) Failure to make payment on the due date will result in a late payment fee of $25.00.

75) 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.

76) 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.

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

78) The Resident shall pay to the University of Calgary the amounts agreed to in this Agreement, on the dates set out herein, including:
   (a) a fee for the occupancy of the Room, including a non-refundable Advance Payment;
   (b) an administration fee of $50 where the Resident elects to pay the fees owing to the University outside of the payment dates;
   (c) 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;
   (d) 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.
   (e) 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

Room Fees

79) The Resident shall pay to the University of Calgary the fees as shown below. To make payments easier for residents of Crowsnest Hall, Residence Services has divided the Academic term fees by eight (8) to come up with a monthly payment plan for Crowsnest Residents. Residents are required to pay the monthly payment plan by the first business day of each month.

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<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>Couples Apt</th>
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