Residence Services Agreement – 2020/2021
UCalgary Affiliate

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, Kananaskis, Olympus, Rundle, and Yamnuska Halls; International House and Varsity Courts; the Dining Centre; all connecting tunnels; all building entrances and the courtyards;
(d) “Resident” shall be a registered student or Affiliate 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.

Resident Affiliation

4) A non-student Resident ("Affiliate") who holds a current Residence Services Agreement, must be approved by the University of Calgary Residence Services, and must 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; or
V. Visiting Scholar.

Covenants of the Resident

5) The Resident shall comply with the University of Calgary Residence Guidelines, Procedures, and 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 Guidelines, Procedures, and 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 Guidelines, Procedures, and Community Standards and shall comply with all policies and community standards as outlined therein; and
(c) failure of the Resident to read the Residence Guidelines, Procedures, and 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 24 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) In addition to paragraph 6, the University of Calgary may terminate this Agreement as outlined in the Residence Guidelines, Procedures, and 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 Complex including the Dining Centre until further notice; 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;
(d) complete research/program, or complete graduate program, where the Resident has provided proper documentation from the University of Calgary Admissions or faculty; or
(e) for other reasons deemed appropriate by Residence Services.

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) August 30, 2020 to 24 hours after the Resident’s last 2020 Fall Exam or December 24, 2020, whichever comes first, when a Resident is staying for the Fall 2020 term;
(b) August 30, 2020 to 24 hours after the Resident’s last 2021 Winter Exam or May 1, 2021, whichever comes first, when a Resident is staying for the Academic 2020/2021 term;
(c) January 1, 2021, to 24 hours after the Resident’s last 2021 Winter Exam or May 1, 2021, whichever comes first, when a Resident is staying for the Winter 2021 term.

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 rooms/suites 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 locks out 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) 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.

16) 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

17) 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 55, or through paper notices posted in the University of Calgary Residence building entrances or other common areas.

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 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 there is 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

19) 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 August 30, 2020 if staying for the Academic or Fall terms, or by January 1, 2021 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 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

20) 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.

21) 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.

22) 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.

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

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

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

Charges

26) Unless otherwise specified in this Agreement, 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.

27) 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.

Health and Safety

28) Residents afflicted with a communicable disease that could have an impact on other Residents must take required steps to ensure the safety of others and also report to Residence Services so that adequate cleaning procedures can be implemented in residence.
   (a) For information regarding COVID-19 response procedures, please refer to the Residence Services website.

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

Abandoned Property

30) 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

31) 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 of or stored anywhere other than designated areas. Residents must independently dispose of any item too large for a garbage bin.

Guests

32) Having guests in residence is a privilege. 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 a maximum of 3 consecutive nights and 9 total nights per term;
   (c) no overnight guest is permitted without the consent of the Resident’s roommate(s);
   (d) 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.

33) Notwithstanding paragraph 32, Residence Services may, in its sole discretion, restrict guest access where it identifies a risk to Resident health and safety.

Pets

34) 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

35) It is prohibited to store or use any of the following:
Prohibited Activities

36) The following activities are prohibited:
   (a) any form of soliciting, surveying, polling or commercial activity, whether advertising, selling or otherwise, is prohibited throughout the Residence Complex;
   (b) all campaigning activity for the Graduate Students’ Association, Residence Students’ Association, and Students’ Union is prohibited unless otherwise approved by Residence Services. This also applies to any other electoral activity, except that which is authorized by law.
   (c) using university property for purposes other than those for which the property was intended;
   (d) activity or negligence that harms or has the potential to harm private or university property;
   (e) reckless use of water;
   (f) borrowing or otherwise relocating private or university property without the expressed consent of the owner. This includes but is not limited to signs, other furnishings, and Dining Centre items.

Fire Safety

37) Residents are expected to know and abide by all fire safety policies and procedures. Residents who cause an alarm or fire, whether intentionally or inadvertently, will be held responsible. When a Resident causes an alarm or fire, associated costs will be charged to that Resident. A fire alarm fee of up to $1500 may be applied to a Resident who causes an alarm. Other consequences may apply. Any use of a fire extinguisher must immediately be reported to a staff person.

38) Residents must immediately evacuate during fire alarms, including all fire drills, which are critical for practicing safety procedures. Residents must not delay or impede an evacuation process. During any fire alarm, rooms/apartments may be checked to ensure all occupants have evacuated.

39) Residents must never leave any cooking of any kind unattended.

40) The following pose a fire safety risk and are prohibited in the Residence Complex:
   (a) modifying, overloading or adding to electrical or heating equipment or systems;
   (b) propping or tampering with common access doors or related equipment;
   (c) impeding access to exits, hallways or fire safety equipment;
   (d) covering, displacing, hanging items from or otherwise interfering with fire safety equipment, including but not limited to fire extinguishers, fire doors, fire hoses, sprinklers, pull stations, alarm bells and smoke detectors;
   (e) cooking in units/rooms without a designated kitchen area;
   (f) cooking that produces grease-laden vapors;
   (g) deep-frying or cooking with excess amounts of open oil in the Residence Complex;
   (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.

Facilities

41) Residents must promptly report any facilities problem to Residence Services. Residents who fail to do so assume responsibility for all associated expenses. The following are prohibited:
   (a) failing to close windows when the exterior temperature is at risk of falling below zero degrees Celsius;
   (b) using showers without properly using a shower curtain;
   (c) mounting televisions, monitors or other items on walls or ceilings;
   (d) painting any surface, including the use of window paint;
   (e) disposing of oil, grease or any other unacceptable substance in a drain;
   (f) using appliances or electronics that are not CSA or UL certified;
   (g) using small kitchen appliances anywhere other than kitchens;
   (h) altering or connecting anything to a plumbing component, including but not limited to faucets or toilets;
   (i) altering or overloading any electrical component, including but not limited to outlets, panels or wiring;
   (j) altering, connecting to or otherwise interfering with Information Technology equipment;
   (k) bringing furnishings other than those provided with a Unit into residence, except in designated non-furnished Units.

Pests

42) Residents must immediately report to Residence Services 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/aptartment 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

43) 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

44) 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.

45) Residents cannot unfasten or remove window screens or to drop or throw items from windows. Residents cannot enter or exit any building through a window, except during a genuine emergency.

Trespassing

46) Residents cannot enter any room, suite, apartment or townhouse without the occupant’s consent, even if the door is unlocked.

47) 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.

Smoking Regulations

48) Smoking and vaping (whether tobacco, cannabis or other material) is prohibited in indoor areas and in outdoors areas that are located within 7.5 meters of indoor areas.

49) The smell of smoke is prohibited in the Residence Complex. Residents who smoke are responsible for ensuring that there is no significant odor of smoke, as determined by staff, in their units/rooms and common areas. A unit/room with an odor of smoke will be treated as if smoking has occurred inside the premises. All occupants of a unit will be held responsible for the smell of smoke, and the cost of a deep cleaning to the unit will be shared amongst all occupants.

50) Devices that simulate smoking, including but not limited to electronic cigarettes, vaporizers and electronic hookah may be stored but not used indoors.

Services

51) 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.

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

53) With the exception of notices from the University of Calgary to the Resident pursuant to paragraph 18, 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.

54) 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 Residents, regardless of their age.

Notice

55) Any notice by 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.

Meal Plans

56) 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 5-day and 7-day 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.

57) The University of Calgary shall provide meals pursuant to the meal plans in the Dining Centre at The Landing from August 30, 2020 to December 23, 2020 and from January 2, 2021 to April 30, 2021, inclusive (the “Session”), during the hours of operations as determined by University Food Services. For more information on the meal plans, please visit http://localgary.ca/unicard/meal-plans.

58) The Resident shall pay the amount set below according to the choice of meal plan:
   i) 5-day (Monday-Friday) Unlimited entries to The Landing for a value of $4,111 (tax exempt)
   ii) 7-day Unlimited entries to The Landing for a value of $4,987 (tax exempt)
   iii) 250-sweep board plan for 250 entries to The Landing for a value of $2,705 (subject to GST)
   iv) 120-sweep board plan for 120 entries to The Landing for a value of $1,420 (subject to GST)

59) The chosen meal plan will be added to the Resident’s Unicard and the Resident will be billed to their residence account in two installments: one before August 25, 2020 and the other before January 5, 2021. 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.

60) A Resident may change their meal plan selection for the fall term up to and including the end of the business day on September 25, 2020, but not afterward. A Resident may change their meal plan selection for the winter term up to and including the end of the business day on January 29, 2021, but not afterward.

61) The 7-day, 5-day, 250-sweep and 120-sweep meal plans expire at the end of the academic terms.

62) Refunds of balances remaining in Unicard accounts are permitted only should the Resident terminate their affiliation with the University of Calgary.

Late Admissions

63) If the University of Calgary Residence Services assigns the Assigned Unit/Room to the Resident after September 15, 2020 for the Fall 2020 or the Academic 2020/2021 terms, or January 18, 2021 for the Winter 2021 term the Assigned Unit/Room fee shall be pro-rated to the assigned move-in date.

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

Costs & Timing of Payments

65) Fees for Residents living in:
   (a) Crowsnest Hall:
      i) Advance Payment of $500.00 will be put towards the first month’s residence fees.
      ii) Residence Fees as stated in Appendix 1 will be split into monthly payments.
      iii) Monthly residence fees are due by the first business day of each month.
      iv) 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 $500.00 will be put towards their first term residence fees.
      ii) Residence Fees stated in Appendix 1 will be split between the two terms.
      iii) Remaining payments are to be paid:
          (1) Fall term fees will be paid by September 25, 2020;
          (2) Winter term fees will be paid by January 29, 2021.
      iv) Failure to make payment on the due date will result in a late payment fee of $25.00 each term.

Additional Fees

66) 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 $50.00 where the Resident elects to pay the fees owing to the University in more than two payments;
   (c) an administration fee of $50.00 for improper check-out will be charged if the Resident does not vacate the Assigned Unit/Room by the specified move-out date and time within the terms of this Agreement;
   (d) an administration fee of $100.00 for every night not checked out will be charged if the Resident does not vacate the Assigned Unit/Room within the terms of this Agreement;
   (e) an administration fee of $250.00 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;
   (f) a fee for a meal plan as selected by the Resident or the minimum plan required for the location under paragraph 58.

Room Fees

67) The Resident shall pay to the University of Calgary the amounts listed in Appendix 1 if staying for the full academic term. The Resident shall pay half the price shown in Appendix 1 if they are staying for only one term.

68) 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.
### Appendix 1: Room Fees

<table>
<thead>
<tr>
<th>Apartment Residence</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom (unfurnished)</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
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<tbody>
<tr>
<td>Aurora Hall</td>
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<td></td>
<td>$7,313</td>
<td>$6,895</td>
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<td>Glacier &amp; Olympus Halls</td>
<td>$8,099</td>
<td>$6,536</td>
<td>$6,695</td>
<td>$6,486</td>
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<td>International House (non-first year)</td>
<td>$7,567 + 5 or 7-day meal plan</td>
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<td>$7,146</td>
<td>$6,698</td>
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<td>Varsity Courts</td>
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<table>
<thead>
<tr>
<th>Crowsnest Hall</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
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