Residence Services Agreement Spring/Summer 2020
Residence Fees Due: May 5, June 1, July 1 and August 3

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, and days listed as holidays in the University of Calgary Calendar and any other days determined by Residence Services not to be a Business Day;
   (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) “University of Calgary Residence” includes Aurora, Cascade, Crownsnest, Glacier, Olympus, Kananaskis and Rundle Halls; the Dining Centre; all connecting tunnels; all building entrances and the courtyards; and Varsity Courts;

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:
   (a) is enrolled as a student at the University of Calgary for the Spring/Summer Session of this Agreement; OR
   (b) was a full time student during the Winter session immediately preceding the period of this Agreement at the University of Calgary; OR
   (c) will be a full time student during the Fall session immediately following the period of this Agreement at the University of Calgary OR
   (d) 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
      VI. Co-op Student

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

8) Notwithstanding paragraph 6, the University of Calgary may terminate this Agreement as outlined in the Residence Community Standards Guide 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
9) The Resident may terminate this Agreement by giving written Notice of Termination (Notice to Vacate) to Residence Services. The Termination Notice must be submitted by the first day of the month prior to the month wishing to vacate. When vacating residence the tenant’s residence fees will be charged to the end of the month that the student vacates their assigned unit/room.

10) Notwithstanding paragraph 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 that the Resident ought not to continue residing in the University of Calgary Residence.
   (b) COVID-19, where the Resident has provided travel documentation to show that they are able to return home.

Occupancy
11) The University of Calgary shall permit the Resident to occupy the Assigned Unit/Room from:
   (a) May 5, 2020 to June 30, 2020, when a student is staying for the Spring 2020 term;
   (b) May 5, 2020 to August 25, 2020, when a student is staying for the Spring/Summer 2020 term;
   (c) June 28, 2020 to August 25, 2020, when a student is staying for the Summer 2020 term;
12) 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.
13) In the event that the Resident has taken occupancy of the Assigned Unit/Room after the beginning of term, the remaining monthly fees are due upon arrival.
14) The University of Calgary Residence Services reserves the right to reallocate a Resident to an alternate Assigned Unit/Room. The Resident shall move within 24 hours of receiving a reallocation notice.
15) Any other transfers of Assigned Unit/Room during the Spring, Spring/Summer, and Summer terms shall be allowed only if deemed necessary in the sole discretion of University of Calgary Residence Services. All transfers of Assigned Unit/Room shall result in a charge as set out in the Housing Services Policies and Procedures.
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.
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 36, 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 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 Guide, a University policy or an applicable law/bylaw.

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 after giving the Resident 24 hours advance notice of entry via the Resident’s primary email address or mailbox, as set out in paragraph 36, or through paper notices posted in the University of Calgary Residence building entrances or other common areas.

20) 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 Guide, a University policy or an applicable law/bylaw.

Insurance

21) 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 prior to the resident taking possession of the room. 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 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

22) 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.

23) 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.

24) 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 University of Calgary may enter and occupy the Assigned Unit, and in addition to any other remedies available, the Resident shall pay to the University of Calgary all costs incurred by the University of Calgary to repair the damage.

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

26) 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 moneys owing.

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

Charges

28) 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 deliberatively, 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.

29) 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

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 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. 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 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); and
   (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

33) 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

34) 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) illegal 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 illegal 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.

Facilities
35) 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 below zero;
   (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) cooking in student rooms in Kananaskis and Rundle;
   (g) cooking that produces grease-laden vapors;
   (h) using appliances or electronics that are not CSA or UL certified;
   (i) using small kitchen appliances anywhere other than kitchens;
   (j) altering or connecting anything to a plumbing component, including but not limited to faucets or toilets;
   (k) altering or overloading any electrical component, including but not limited to outlets, panels or wiring;
   (l) altering, connecting to or otherwise interfering with Information Technology equipment;
   (m) bringing outside furniture into residence;
   (n) posting on any fire safety item, elevator or common area walls, doors or windows;
   (o) any form of soliciting, surveying, polling or commercial activity, whether advertising, selling or otherwise, is prohibited throughout the Residence Complex.

Protection of Property
36) The following are prohibited:
   (a) using university property for purposes other than those for which the property was intended;
   (b) activity or negligence that harms or has the potential to harm private or university property;
   (c) reckless use of water;
   (d) 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.

Vandalism is negligence or intentional activity that harms private or university property. It includes but is not limited to breaking furnishings, graffiti and food fights. Vandalism is prohibited.

37) 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.

38) 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
51) 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.
52) 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.

53) 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.

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

Confidentiality
55) 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.

56) 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
57) 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.

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

Communication
59) 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 their official ucalgary.ca email address. 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.

60) 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 (FOIP), and cannot be released without a resident’s written permission. FOIP applies to all students, regardless of their age status as a minor.

Notice
61) 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;
   e. given via telephone or telephone voicemail to the Resident’s telephone number that was supplied on their application of residence.

Costs & Timing of Payments
62) Advance Payment of $100.00 will be put towards their first months residence fees.

63) Residence fee for the occupation of the Assigned Unit/Room. All monthly payments must be made by the first business day of each contracted month. No keys will be issued until the advance payment is paid in full.

64) Failure to make payment on or by the due date will result in a late payment fee of $25.00 assessed on the Resident’s account.

65) 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.

Late Admissions
65) If the University of Calgary Residence Services assigns the Assigned Unit/Room to the Resident after the fifth day of a month the Assigned Unit/Room fee shall be pro-rated to the assigned move-in date.

66) The residence fees for the month moving in are due upon arrival.

Cost
67) 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. a charge 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;
   c. a fee for $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.

Room Fees
68) The Resident shall pay to the University of Calgary the amounts below each month.

<table>
<thead>
<tr>
<th>Apartment Residence</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
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<tbody>
<tr>
<td>Glacier/Olympus Halls</td>
<td>$995</td>
<td>$1045</td>
<td>$820</td>
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<td>$845</td>
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</tr>
<tr>
<td>Crowsnest Hall</td>
<td>$995</td>
<td>$1060</td>
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