The University of Calgary shall permit the Resident to occupy the Assigned Unit /Room from:

8) 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.

9) 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.

10) The University of Calgary shall permit the Resident to occupy the Assigned Unit/Room from:

(a) when a Resident submits a request for maintenance or other facilities services;

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 and International House; the Dining Centre; all connecting tunnels; all building entrances and the courtyards; and Varsity Courts;

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

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

4) The Resident:
(a) when a Resident submits a request for maintenance or other facilities services;

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) 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.

7) 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 their 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 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.

9) 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.

Occupancy
10) The University of Calgary shall permit the Resident to occupy the Assigned Unit/Room from:

(a) May 3, 2022 to June 30, 2022, when a student is staying for the Spring 2022 term;
(b) May 3, 2022 to August 23, 2022, when a student is staying for the Spring/Summer 2022 term;
(c) June 26, 2022 to August 23, 2022, when a student is staying for the Summer 2022 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) In the event that the Resident has taken occupancy of the Assigned Unit/Room after the beginning of term, the remaining fees are due within seven (7) days of arrival.

13) 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.

14) 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.

15) 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.

16) 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;

Residence Services Agreement Spring/Summer 2022
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.

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

24) 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

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 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

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 and 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 charges 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 withheld 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.

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, recyclables 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 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

Pets

32) 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

33) 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;
Residents must comply with any reasonable request from a staff person, including but not limited to producing identification and promptly opening doors.

Compliance and Identification

Resident must agree to abide by any health or safety directions issued by staff.

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

Health and Safety

Smoking Regulations

Trespassing

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

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 cannot enter any area designated as restricted (or using other such terminology). Such areas include but are not limited to construction areas, rooftops, and ledges.

Protection of Property

Pests

Facilities

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.

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.

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

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 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.

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 (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

60) 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 mailbox 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.

Costs & Timing of Payments

61) Advance Payment of $100.00 will be put towards their first month’s residence fees.

62) For Residents living in South Residence: Aurora, Cascade, Glacier, Olympus and Halls; remaining payments are to be paid:

(a) Spring term fees will be paid by May 10, 2022;
(b) Summer term fees will be paid by July 4, 2022.

63) For Residents living in North Residence: Crowsnest Hall and Varsity Courts, remaining payments are to be paid by:

(a) May 10, 2022 for May fees
(b) Remaining months are due by the first business day of each month.

64) Failure to make payment on or by the due date will result in a late payment fee of 1% annually 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

66) For Residents living in South Residence (Aurora, Cascade, Glacier, Olympus and Halls) fees for the term will be pro-rated if the Resident moves into their assigned unit:

(a) After May 10, 2022 for the Spring term, and;
(b) After July 4, 2022 for the Summer term.

67) For Residents living in North Residence (Crowsnest Hall and Varsity Courts) if the Resident moves in after the fifth day of a month, the monthly fee shall be pro-rated.

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 charge 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.

Room Fees

68) Residents living in South Residence (Aurora, Cascade, Glacier, Olympus and Halls) shall pay to the University of Calgary the amounts per term, as per paragraph 62.

<table>
<thead>
<tr>
<th>South Residence</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>SA Double</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aurora Hall</td>
<td>$2,253</td>
<td>N/A</td>
<td>$1,920</td>
<td>$1,812</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Cascade Hall</td>
<td>$2,284</td>
<td>$2,284</td>
<td>$1,776</td>
<td>N/A</td>
<td>$1,578</td>
<td>$1,845</td>
</tr>
<tr>
<td>Glacier Hall</td>
<td>$2,180</td>
<td>$2,296</td>
<td>$1,742</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Olympus Hall</td>
<td>$2,180</td>
<td>$2,296</td>
<td>$1,742</td>
<td>N/A</td>
<td>$1,687</td>
<td>N/A</td>
</tr>
</tbody>
</table>

69) Residents living in North Residence (Crowsnest Hall or Varsity Courts) shall pay to the University of Calgary the amounts below each month as per paragraph 67.

<table>
<thead>
<tr>
<th>North Residence</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crowsnest Hall</td>
<td>$1,093</td>
<td>$1,167</td>
<td>$940</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Varsity Courts</td>
<td>N/A</td>
<td>N/A</td>
<td>$902 Furnished</td>
<td>$742 Unfurnished</td>
<td>N/A</td>
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</tbody>
</table>