

## Carleton University Residence Agreement

**The Residence Agreement (the “Agreement”) contains important legal terms and conditions about your rights and responsibilities while living in Residence. The Agreement contains provisions that create obligations for you and impose financial and/or other responsibilities and/or penalties should you fail to fulfill your obligations. Please read the conditions of the Agreement carefully.**

Upon my admission to Residence, and for the term of my residency, I become the “Resident” of the assigned “Room” and hereby acknowledge that this is a legal and binding agreement.

This Agreement becomes effective upon receipt by Carleton University (“the University”) of the acceptance of an Offer of Residence. The acceptance of the accompanying terms and conditions shall be evidence that the Resident fully understands and agrees to be bound by the Residence Agreement and the Residence Standards as a condition of living in residence at Carleton University.

1. The Resident is assigned to a Room by the University. The Resident shall not assign this Agreement or permit any person to occupy the Room other than as assigned by the University.
2. The Resident must be a registered student at Carleton University in order to be assigned to and live in Residence. Priority for Residence will be given to full-time students.
3. The Resident agrees to comply with the express provisions of, as well as the spirit and intent of, the Residence Standards, and will, prior to taking occupancy, attest to have received, read and understood the Residence Standards. The Resident agrees to comply with and adhere to the Residence Standards and all University policies and regulations.
4. The Resident shall pay to the University the fees for Residence. The fees include:
  - a. A Residence deposit considered to be part of the first installment for Residence;
  - b. A fee for the occupation of the Room;
  - c. Communication fees;
  - d. RRR/GRC fee;
  - e. A meal plan fee for those requiring a meal plan in Residence.
5. The Resident agrees that failure to pay fees by the given deadline(s) will result in an Extended Payment Charge and at the sole discretion of Carleton University, the possible withholding of academic results, restriction on future course registration and awarding of degrees. In addition, the failure to pay fees may at the sole discretion of Carleton University, also result in the termination of this Agreement.
6. The University shall permit the Resident to occupy the room for the following date(s):
  - a. September 4, 2016 to December 23, 2016 at 4:00 pm or until 24 hours after their last exam; whichever is earlier.
  - b. January 4<sup>th</sup>, 2017 to April 26<sup>th</sup>, 2017 at noon or until 24 hours after the last exam; whichever is earlier.
7. The Resident agrees that failure to arrive by September 5, 2016 at 10:00 am, without prior written notification to the Department, Housing and Residence Life Services, means forfeiture of the Room in Residence.
8. The Resident accepts full responsibility for the use of the assigned Room and its contents and accepts any and all financial responsibility for damages and/or losses incurred. The Resident agrees that Rooms will be inspected and at the determination of the University will be invoiced for cleaning and/or repairs required.
9. The Resident understands and agrees that any damages, theft and/or loss of University property in a common area which cannot be identified as the responsibility of specific individuals, will be the responsibility of the Residents living in the Residence section, floor or house in which the damage, theft and/or loss occurred. The Resident understands and agree that the costs for repairs, cleaning or replacement of University property will be divided and assigned to each applicable Resident.
10. The Resident accepts responsibility for obtaining appropriate and adequate insurance for fire, property damage, theft and general liability during the term of the Residence Agreement.

11. The Resident understands and agrees that Carleton University assumes no obligation or liability for lost, stolen or damaged items of personal property under any circumstance. Carleton University will not be liable, directly or indirectly, for any loss or theft of personal property or damage or destruction of personal property.
12. The Resident is responsible for cleaning and maintaining an orderly state of the Room during the term of the residency including ensuring the Room is clean and free from refuse.
13. The Resident agrees that the University reserves the right to have authorized staff enter Rooms and Suites to inspect its contents.
14. Requests to stay over winter break must come from the Resident via an application to stay in Residence. Buildings open over the winter break are Frontenac, Glengarry, Leeds, Lennox and Addington or Prescott Houses. The Resident may stay over the winter break if they register, receive approval and an additional flat rate fee.
15. The Resident shall not do or permit anything to be done in the Room or Building which:
  - a. is illegal;
  - b. is contrary to the Residence Standards or the University's policies;
  - c. is a nuisance or interferes with other resident's reasonable use and enjoyment of the Residence;
  - d. is a danger to anyone in Residence;
  - e. causes or could reasonably cause damage to a person or property in Residence;
16. The University may terminate this Agreement upon giving the Resident 72 hours' notice if:
  - a. the Resident ceases to be a student at the University;
  - b. the Resident fails to make any payment owing under this Agreement by the date on which it falls due.
17. Notwithstanding item 16, the University may choose to, and reserves the right to, terminate this Agreement by giving the Resident 24 hours' notice if the Resident where there is a breach of the Agreement and/or Residence Standards.
18. A Resident continuing as a student at the University assumes full responsibility for the Residence Fees for the academic year unless the Agreement is terminated as per section 19.
19. A resident who is unable to continue living in residence due to medical reasons, and/or exceptional circumstances beyond their control, may submit a written application, along with any applicable supporting evidence including medical documentation, to the University to request pro-rated refund of their residence fees. The application must be submitted within thirty (30) days of the Resident's withdrawal from Residence. Applications will be considered and determined by the University in its sole and absolute discretion.
20. Where this agreement is terminated:
  - a. the Resident shall pay to the University an administration and processing fee of \$700.00.
  - b. the University shall pay to the Resident a credit to their University student account for any amounts paid for the period after the date of termination or the date the Room was vacated (whichever is later), from which the University may off-set any amounts owing to it by the Resident pursuant to clause (a). No credit of fees shall be granted after March 1, 2017.
  - c. if the Residence Agreement is terminated for conduct reasons the Resident shall be liable for the full amount of residence fees and shall not be entitled to a refund of any part thereof.
21. The University may in its sole discretion, where circumstances warrant, assign an alternate Room (and Building, where applicable) to the Resident. Within 24 hours after the University provides notice, the Resident shall vacate the first Room and occupy the reassigned Room.
22. Where the Resident does not vacate the Room in accordance with this agreement, the Resident agrees that the University or its agents may enter and occupy the Room and that the Resident shall pay the University for any occupation of the Room beyond the date that they are required to vacate the room by this Agreement as well as the expense to remove any remaining contents.
23. The Resident understands that some buildings may contain a level of asbestos in building materials such as insulation, ceiling tiles, floor tiles and decorative coatings. When these building materials are intact and

undisturbed, they pose no health risk since asbestos fibres are not released into the air. To prevent damage to potentially asbestos-containing materials residents must not stick, tack or nail any items to the walls, ceiling or floor in any room.

24. The Resident shall be issued a key, set of keys and/or a key card for access to the assigned Room. The Resident will also receive a Carleton University Campus Card which provides access to the assigned Residence.
25. The Resident accepts responsibility for the safe keeping of the keys and the access/Campus Card. The Resident agrees to report all lost or stolen keys, access/students cards to the Residence Desk within 24 hours of them missing.
26. The Resident accepts responsibility to pay a key replacement and lock change fee of \$100.00 for each lost or stolen key. After-hours calls to replace locks and keys on weekends may result in additional charges. The Resident accepts responsibility to pay a card replacement cost of \$20.00 for each lost or stolen access card.
27. The Resident agrees that keys and/or access/student cards will not be duplicated or transferred to other individuals.
28. All Residence keys and access cards must be returned when the Resident vacates the Room. Failure to return keys and access cards upon the end of the term of Residency will result in additional charges.
29. The Resident agrees to be accountable and responsible for the behaviour of their guests and to ensuring that guests observe the terms and conditions of this Agreement and the Residence Standards.
30. Each residence is associated with a specific non-refundable Residence Dining Plan. The Resident must subscribe to the plan associated with the room type to which they are assigned. Residence Dining privileges are for the exclusive use of the Resident paying fees and agrees that the dining privileges may not in whole or in part be transferred to any other individual's account in accordance with Canada Revenue Agency restrictions.
31. The Resident agrees and understand that Dining Plans will not be carried forward into the following academic year.
32. The Residence Agreement and Standards apply in all Residence Dining Areas.
33. Rules and regulations pertaining to the usage of any Residence and the conduct of its occupants are formulated by the University. As the living accommodation is provided by Carleton University to its residents, all major questions relating to the living accommodations are decided after consultation with student representatives, and the living accommodations are not intended for year-round occupancy.
34. The Resident hereby acknowledges that the occupation of a Room in Residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c.17

I acknowledge that this Residence Agreement forms a part of an agreement between me and the University and agree to be bound by its terms and conditions:

\_\_\_\_\_  
Carleton University ID Number

\_\_\_\_\_  
Resident's Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature