

## Carleton University Residence Agreement 2020-21

**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 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. The University may, by giving reasonable advance notice to a Resident, reassign a Resident’s Room at the University’s sole discretion.
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 in a degree program.
3. The Resident agrees to comply with the express provisions of and the spirit and intent of, the Residence Standards. Interpretation and application of the Residence Standards is at the sole discretion of the University. Prior to taking occupancy, the Resident shall 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. The Resident understands that the Residence Standards and University policies and regulations may be amended, altered, or updated from time to time by the University without advance notice to the Residents.
4. The Resident shall pay to the University fees for the occupation of the Room and additional fees. These additional fees include:
  - a. A Residence deposit considered part of the first installment for Residence;
  - b. A meal plan fee for those requiring a meal plan in Residence.
  - c. RRRRA/GRC Fee: Membership in the Rideau River Residence Association (undergraduate students) or the Graduate Residence Council (graduate students living on 6<sup>th</sup> floor Leeds House)

Collectively all fees referred to in this Agreement are referred to as Residence Fees.

5. If receiving Ontario Student Aid Program (OSAP) funds, the Resident agrees that OSAP funds will be redirected to the university to pay for residence fees. If the amount received from OSAP does not cover the full amount of the residence fees, the Resident agrees to pay the balance owing.
6. The Resident agrees that failure to pay fees by the given deadline(s) will result in interest charges 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, result in the termination of this Agreement and removal from the Room.
7. The University shall permit the Resident to occupy the room for a fixed term, set out as follows:
  - a. September 6, 2020 to December 24, 2020 at 12:00 pm or until 24 hours after the Resident’s last exam, whichever is earlier.
  - b. January 5, 2021 to April 24, 2021 at 12:00 pm or until 24 hours after the Resident’s last exam, whichever is earlier.
8. The Resident agrees that failure to arrive by 11:59 pm, September 7, 2020, without prior written notification to

Housing and Residence Life Services, means forfeiture of the Room in Residence.

9. The Resident accepts full responsibility for the use of the assigned Room and its contents and accepts all financial responsibility for damages and/or losses incurred. The Resident agrees that rooms will be inspected from time to time. Following inspection and at the sole determination of the University, the Resident will be invoiced for any cleaning and/or repairs required.
10. 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.
11. The Resident agrees that the University reserves the right to have authorized staff enter rooms and suites for the purpose of maintenance, repairs, inspection, University investigations, emergency, or determining that the Resident is compliant with the Residence Standards.
12. The Resident understands and agrees that any damages, theft and/or loss of University property in a common area that 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 agrees that the costs for repairs, cleaning or replacement of University property will be divided and assigned to each applicable Resident and that the Resident shall pay their proportionate share.
13. 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.
14. 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.
15. 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 and Prescott Houses. The Resident may stay over the winter break if they register, receive approval from the University in the University's sole discretion, and pay an additional fee determined by the University.
16. 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.
17. The University may terminate this Agreement upon giving the Resident 72 hours' notice if:
  - a. the Resident ceases to be registered in courses at the University; or
  - b. the Resident fails to make any payment owing under this Agreement by the date on which it falls due.
18. Notwithstanding section 17, the University may choose to, and reserves the right to, terminate this Agreement by giving the Resident 24 hours' notice if the Resident breaches this Agreement and/or the Residence Standards.
19. In the event of termination of this Agreement under section 17 or 18 of this Agreement, the Resident shall remain fully responsible for all Residence Fees. In the event of termination of this Agreement by the University without the fault, misconduct, delinquency, or breach of the Resident, the University shall provide, at the University's discretion (i) a pro-rated credit of Residence Fees already paid by the Resident, or (ii) a pro-rated credit to the Resident's University account of Residence Fees already paid by the Resident.
20. 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 a pro-rated credit 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 at its sole and absolute discretion.

21. 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 post a credit to the Resident's University student account for any amounts charged 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, 2021.
  - c. if the Residence Agreement is terminated for reasons related to conduct, the Resident shall be liable for the full amount of residence fees and shall not be entitled to a refund of any part thereof.
22. 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.
23. 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, evict the Resident, 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. The Resident will further be required to reimburse the University for any expenses incurred to remove any remaining contents.
24. 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, the Resident agrees not to stick, tack, or nail any items to the walls, ceiling, or floor in any room.
25. 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 that provides access to the assigned Residence.
26. The Resident accepts responsibility for the safekeeping 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 being missing.
27. The Resident agrees to pay a key replacement and lock change fee of \$100.00 for each lost or stolen key. Afterhours calls to replace locks and keys on weekends may result in additional charges. The Resident agrees to pay a card replacement cost of \$20.00 for each lost or stolen access card.
28. The Resident agrees that keys and/or access/student cards will not be duplicated, loaned, given, or transferred to other individuals.
29. 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.
30. The Resident agrees to be accountable and responsible for the behaviour of their guests and for ensuring that guests observe the terms and conditions of this Agreement and the Residence Standards.
31. 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.
32. The Resident agrees and understand that Dining Plans will not be carried forward into the following academic year. Any amounts remaining in a Dining Plan account at the end of an academic year will be forfeited.
33. The Resident agrees and understands that the Residence Agreement and Standards apply in all Residence Dining Areas.
34. 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.

35. The Resident hereby acknowledges that this Agreement and the Resident's occupancy in Residence is not governed by or subject to the provisions of the *Residential Tenancies Act*, 2006, S.O. 2006, c.1 as amended from time to time.
36. The Resident agrees to abide by all University measures, policies, and instructions for health and safety on University campus. This includes, but is not limited to, any measures related to preventing or mitigating the spread of infectious disease or quarantining if a Resident is suspected of carrying an infectious disease.
37. The University may terminate this Agreement on twenty-four (24) hours' notice in the event that the University determines, in its sole discretion, that it is required to do so by law or government directive, or that it is reasonably necessary or prudent to do so to maintain the health, safety, or well-being of the University community.
38. The Resident agrees not to use the Residence or any Room for the purpose of operating a business or other commercial activities without the express written consent of the University.
39. The University shall not be liable for the failure to provide the residential accommodation which is provided for in this Agreement when such failure is caused by fire, explosion, water, Acts of God, civil disobedience or disturbances, strikes, lockouts, or other labour interruptions, pandemic or epidemic, vandalism, war, riot, sabotage, failure of public utility services, governmental rules, or any other courses which are beyond the reasonable control of the University ("Emergency" or "Emergencies"). If the Residences cannot open and/or must close for any such Emergency, the University will use reasonable efforts to ensure that students are notified in advance and the University will use reasonable efforts to mitigate against the effects of the Emergency. The University is not liable for any loss in these Emergencies. There shall be no compensation in any form whatsoever for inconvenience or discomfort suffered as a result of Emergencies or other circumstances which are beyond the control of the University. In the event that the Residences cannot open and/or must close due to the actions of third parties with respect to planned or unforeseen renovation or construction, which are beyond the control of the University but not an Emergency, the University shall make reasonable efforts to notify Residents in advance and provide substitute accommodation on- or off-campus
40. If the Resident is under the age of 18 years, this Agreement must be signed by the Resident's parent or legal guardian. The undersigned parent or guardian of the Resident hereby agrees to all of the following:
  - a) The parent or legal guardian accepts full responsibility and liability for all covenants and obligations of the Resident as provided for in this Agreement including, but not limited to, payment of all Residence Fees.
  - b) The University is not responsible for the care or supervision of any Resident under 18 years of age, and such Residents will be treated, wherever permitted by law, as Residents who have reached the age of majority.
  - c) The parent or legal guardian acknowledges and agrees that the University is not able to provide or disclose any personal information about a Resident who is 16 years of age or older without that Resident's express written consent.
41. Waiver of any procedure, right, or power by the University in certain circumstances shall not be deemed to be a waiver of such procedure, right, or power generally.
42. Any notice the University is required to provide to you under this Agreement shall be deemed to have been properly delivered if delivered to your residence mailbox, University email, or posted on the door to your Residence Room. Any notice required to be given to the University should be delivered to the resident's door.
43. Residents may not assign or transfer this Agreement or their Room to any other person.
44. The Resident acknowledges that construction projects near the Residences, may, from time to time, cause noise, disruption, and/or inconvenience for some or all Residents.
45. **LIMITATION OF LIABILITY.** THE UNIVERSITY'S TOTAL AGGREGATE LIABILITY TO THE RESIDENT FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT OR TO THE RESIDENT'S OCCUPANCY IN RESIDENCE SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY PAID BY THE RESIDENT TO THE

UNIVERSITY PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR THE LOSS OF BUSINESS OR PROFIT OR FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE ARISES UNDER CONTRACT, TORT, OR BASED UPON STRICT LIABILITY OR OTHER THEORY OF LAW OR EQUITY, WHERE SUCH LOSS OR DAMAGE AROSE IN CONNECTION WITH THIS AGREEMENT OR THE RESIDENT'S OCCUPANCY IN RESIDENCE. THE PRICING FOR RESIDENCE REFLECTS THIS ALLOCATION OF RISK.

#### 46. COVID-19 RELEASE, WAIVER, AND ASSUMPTION OF RISK

##### **PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY AS YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CARLETON UNIVERSITY**

**RELEASE AND WAIVER.** In consideration of the provision of space in residence and other residence services provided by Carleton university I, hereby forever release, waive, discharge, and covenant not to sue Carleton University and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Residence Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in Residence or any travel related thereto. I promise not to sue Residence Provider for any of the foregoing.

**ASSUMPTION OF RISKS.** I understand that while Carleton University has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Residence, Carleton University is not responsible in any manner for any risks related to COVID-19 in connection with the Residence. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Residence Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from living in Residence, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement set out in this section (referred to in this section as the "Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made, and delivered electronically.

**I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to live in Residence. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**