

RESIDENCE AGREEMENT 2021 – 2022

Last Updated 07/15/2020

This Residence Agreement contains provisions that create obligations for you and impose financial and other penalties should you fail to meet your obligations. Please read the agreement carefully before signing and submitting.

The University of King's College (hereafter called the "University") and the student named below (hereafter called the "Student") covenant and agree together that:

Premises

The University agrees:

- a. that the student may use and occupy an assigned residence room, as assigned by the University and which room may be changed from time to time by agreement in writing between the University and the Student (the "Premises"); and
- b. to provide meals, as contracted for by the student, to the student, for the term outlined below.

The student shall not assign or sublet any or all part of the Premises to any other person or allow the Premises to be occupied by any person other than those registered with the Residence Office without the written consent of the University;

Initial:

Term

Students are entitled to occupy their rooms after 10:00 a.m. on Sunday, September 5, 2021. The residence closes at the end of term on December 20, 2021, and April 27, 2022. In all cases, the student must vacate the residence within twenty-four (24) hours of their final academic commitment in each academic term.

The student agrees to remain in residence for the duration of the academic year as set out in the 2021-2022 Academic Calendar. Any student who wishes to leave residence during the academic year will be held responsible for their residence fees for the entire academic year, or until a replacement acceptable to the University is found. Students who wish to live in residence for only one term must indicate this intention in writing to the Residence Office

(residence@ukings.ca) when submitting their application. The first preference for rooms will be given to those students intending to stay for both Fall and Winter terms.

To withdraw early from residence, the student must complete a request to withdraw form and submit the form five business ahead of the withdrawal date via the residence portal.

Withdrawal granted on medical grounds must be substantiated by medical documentation within 30 calendar days after the date of withdrawal.

An additional administrative fee of \$175.00 will be levied in the case of early withdrawal from an assigned room. Students evicted from residence will remain responsible for all residence fees.

Early withdrawal may be granted if the Student graduates, undertakes a co-op placement, internship or practicum required for academic purposes outside the metro area, or cannot continue in residence for other reasons acceptable to the University. The University shall have sole discretion in determining what constitutes valid grounds for early withdrawal from residence. It is the student's responsibility to provide written notification to the Residence Office that they will not be remaining in residence for the full academic year at least five business days prior to their departure from residence in these cases.

Students who fail to submit a request to withdraw, return their keys, and complete a timely departure will be charged a non-refundable \$250 improper check-out fee.

All rooms must be returned to the condition in which the student moved into the space. Any significant cleaning or biohazard clean-up will result in fines being applied to the student's account.

Initial:

Residence Fee

The student agrees to pay the University the appropriate residence fee as outlined at <https://ukings.ca/finances/payments-guide/>.

Initial:

Student Status

The student must be enrolled as a student in good standing at the University. If the student's university enrollment is terminated for any reason, this agreement is also terminated, and they shall vacate the Premises within twenty-four (24) hours of the date upon which they cease to hold good standing status.

Initial:

Termination

The student acknowledges access to and having read the University's Academic Calendar, the Residence Guidelines, both as amended from time to time, whether before or after the date of this agreement. The student agrees to be bound by all of the rules and regulations contained therein relating to occupying the Premises, and further agree that their family or guests will also

be bound by the rules and regulations. The student acknowledges that the rules and regulations outlined in these documents come into effect immediately upon approval by the University.

The student further agrees:

- a. to keep the Premises clean;
- b. to use the Premises as residential accommodation only, and not for any other purpose including, but not limited to, as a school for the giving of instruction or for any profession, trade or business without the prior written consent of the University;
- c. to avoid nuisance and disturbance to other occupants within the Premises;
- d. to assume the cost of repairs, cleaning or damage to the Premises due to accident, negligence or wilful misconduct of the student or anyone invited to enter the Premises by the student;
- e. to allow authorized employees of the University to enter the Premises at any time for reasons including but not limited to health, safety or general welfare, or to make necessary repairs to the Premises, or to inspect the Premises for suspected breaches of any applicable rules or regulations of the University;
- f. to refrain from keeping or allowing any bird, fish, animal or pet in the Premises without prior written consent of the University;
- g. to notify the University immediately of any damage to the Premises and of any accidents to or defects in the appliances provided by the University;
- h. to leave the Premises, and its contents, in the same condition as when he/she first took possession without making any changes to the Premises, in any way, without the prior written consent of the University.

The student acknowledges that any breach of any of the rules and regulations contained in the Academic Calendar or University Code of Conduct, General Regulations, or Residence Guidelines, or any breach of any term of this agreement will entitle the University to immediately terminate this Residence Agreement;

Initial:

Entry Doors

The student shall not, during occupancy, alter or change or cause to be altered the lock or locking system on any door that gives entry to the Premises;

Initial:

Liability

The University will not be liable for loss of, damage to, or theft of personal belongings. Students are advised to carry adequate personal insurance to cover loss or damage to their belongings.

The student shall not do or permit to be done any act or thing which may make void or voidable any insurance of the University. In any event, the student shall indemnify the University from all liabilities, fines, suits, claims, demands, and actions for which the University may become liable by reason of any breach, violation, or non-performance by the student of any covenant, term of provision of this agreement, or by reason of death or injury or damage resulting from, occasioned to or suffered by any person or any property by reason of the act, neglect or default on the part of the student or their family or guest.

Initial:

Agreement

PLEASE READ, SIGN AND SUBMIT THIS RESIDENCE AGREEMENT. BY SIGNING THIS AGREEMENT, THE STUDENT/PARENT/LEGAL GUARDIAN HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT.

LEGAL PARENT OR GUARDIAN SIGNATURE:

(where the student is under 19 years of age)

PLEASE READ CAREFULLY:

I ACKNOWLEDGE THAT I HAVE BEEN ALLOWED TO READ THIS AGREEMENT. I UNDERSTAND AND AGREE THAT THE AGREEMENT AFFECTS MY RIGHTS AND OBLIGATIONS AS A STUDENT AT THE UNIVERSITY OF KING'S COLLEGE. I AGREE TO BE BOUND BY ALL THE TERMS, CONDITIONS, RULES AND REGULATIONS STATED OR INCORPORATED BY REFERENCE HEREIN.

Student Signature:

Date:

