

**THE BOARD OF GOVERNORS OF MOUNT
ROYAL UNIVERSITY**
Calgary, Alberta

Fall 2023 Agreement

**ACCOMMODATION AGREEMENT
MOUNT ROYAL RESIDENCE SERVICES**

THE RESIDENT AND MRU AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. The terms in this Agreement have meaning as set out in Schedule "A".

2. LICENSE TO OCCUPY

2.1. MRU gives the Resident the license to occupy the Room for the Term in accordance with the terms of this Agreement. Except as otherwise required by law, nothing in this Agreement gives the Resident any right to tenancy in the Room, University Residence or any interest in land.

3. AGREEMENT

3.1. During the Term, MRU grants to the Resident, upon adhering to the terms and conditions of this Agreement:

- a) the privilege, which is not assignable, to occupy the Room and use the furniture, effects and services in the Room;
- b) the privilege to use, in common with other Residents, the Common Areas and the furniture, effects and services in the Unit and the University Residence.

3.2. There will be no amendments to this Agreement as requested by the Resident. MRU maintains the right to amend this Agreement as needed from time to time and will provide notice of such amendment to the Resident.

3.3. This Agreement shall come into force and effect only when MRU assigns a Room and delivers to the Resident a key to the Room on the date of occupancy and shall expire pursuant to the Term or be terminated pursuant to Articles 9 and 10 of this Agreement.

4. LIMITATIONS OF LIABILITY

4.1. The Resident will protect MRU from and assume any liabilities, fines, suits, claims, demands and actions of any kind for which MRU may become liable due to any actions or omissions of the Resident or the Resident's guests. This indemnity will apply during the course of this Agreement and survive the expiration or early termination of this Agreement.

5. INSURANCE

5.1. Prior to the Resident taking possession of the Room, the Resident shall obtain personal liability insurance to a minimum of one million dollars (\$1,000,000.00) to cover any liability arising from their actions in the Room or University Residence. The Resident must maintain their insurance coverage for the entire period of their stay and any failure to maintain this insurance will result in immediate termination of the Agreement. The Resident must be able to provide proof of insurance any time Residence Services

requested such documentation. Should the Resident cancel their insurance policy anytime during the term of this agreement, they must provide Residence Services with a copy of the new insurance at least 7 days prior to cancellation of the original insurance. MRU's failure to request proof of insurance shall not constitute a waiver of the requirement to maintain said insurance. MRU recommends that the Resident also obtain content insurance to cover their personal belongings.

6. RESPONSIBILITIES OF THE RESIDENT

6.1. The Resident will:

- a) keep the Unit and Room in a clean and sanitary condition;
- b) be responsible for reading, acknowledging, and strictly abiding by the Residence Conduct Guide and Residence Handbook posted on the Residence Services website, as modified from time to time;
- c) be responsible for their own personal property;
- d) be responsible for reading and abiding by the ResNet Acceptable Use Policy which can be found on the Residence Services website at www.mtroyal.ca;
- e) permit MRU or its agent entry for the purpose of inspecting the condition of the Unit and Room and its contents and for reasons described in the Resident Conduct Guide;
- f) be solely liable to MRU for any loss or damage to the Room and the furniture and effects of MRU within;
- g) be liable jointly and severally with the other Residents of the Unit for any loss or damage to the Common Areas of the Unit and any furniture and effects of MRU within;
- h) be liable jointly and severally with any other occupants of the University Residence for any loss or damage in the Common Area of the University Residence and any furniture and equipment of MRU;
- i) be liable for the conduct and damages, if any, of their guests to the Unit, the Room or the University Residence;
- j) report any damage or vandalism or report persons known to be responsible for damage or vandalism as soon as practicable to Residence Services; and
- k) ensure the mobile phone and email information we have on file for them is accurate.
- l) download and activate the MRU Now app (see Residence Services website for more information) to keep updated on emergency situations

6.2. The Resident will not:

- a) do or permit or allow anything to be done in the Unit or the Room which is illegal or which is a nuisance or an annoyance to any occupant of the Unit or of the University Residence or any member of Residence Services;
- b) damage the Unit or the Room or any furnishing or fixture in the Unit or Room, or abuse any service in the Unit or Room;
- c) affix anything on the walls, floor, ceiling, doors or windows of the Unit or Room which may disfigure or mark the surfaces when applied or removed;
- d) apply any materials or utilize markers on any surface, including windows, or make any alteration or renovation to the Unit or Room;
- e) fail to close windows when the exterior temperature is below zero degree Celsius;
- f) alter or overload an electrical component, including but not limited to outlets, panels or wiring;
- g) undertake any form of soliciting, surveying, polling or commercial activity, whether selling, advertising or otherwise, throughout the complex; or
- h) allow anyone else to reside in the Room, regardless of legal marital status.

7. OCCUPANCY

- 7.1. The Resident will, on the designated move-in day, complete and deliver to Residence Services a Unit Condition Report as a condition of occupancy of the respective Unit and Room. The Unit Condition Report shall list the condition of the furniture and effects in the Room and the Common Areas of the Unit. In completing the Unit Condition Report, the Resident is acknowledging and accepting responsibility for the Unit in the condition the Resident found it. The Resident will be deemed to have acknowledged and accepted responsibility for the Unit should the Resident fail to submit the Unit Condition Report.
- 7.2. MRU reserves the right to reassign a Resident to an alternate assigned Unit and/or Room. The Resident will move within the time designated by MRU upon receipt of reassignment notice within the Term.

8. COVID-19 Pandemic

- 8.1. During the COVID-19 Pandemic, MRU will be following all health and safety requirements required of it by government and health authorities and may choose to implement additional measures that are in excess of the safety requirements recommended by those authorities. These measures are for the benefit of the Resident, Residents, members of Residence Services, employees of MRU, and for the benefit of the MRU community in general, and may be modified from time to time by MRU.
- 8.2. To address the COVID-19 Pandemic, notwithstanding any other provision of this Agreement:
- a) Residents must fully comply with all the relevant MRU rules regarding COVID-19 as well as any additional measures required by MRU Residence Services, including but not limited to those laid out in the Residence Conduct Guide;
 - b) MRU may be required to close certain Residence Complexes, or areas of the University Residence or reduce the number of residents in residence. In such case, MRU may terminate this Agreement and require you to vacate your Room and Unit without offering you alternate accommodation and
 - c) In the case of termination as per 8.2 b) MRU will give consideration to provide the Resident with a partial refund of the Accommodation Fee, but such refund is not guaranteed.

9. TERMINATION OF THIS AGREEMENT BY THE RESIDENT

- 9.1. Should the Resident wish to terminate their agreement after moving in, the Resident is required to inform Residence Services by submitting a request to withdraw form at least 30 days before their chosen move out date. Providing less than 30 days notice will result in the Resident owing 30 days worth of housing fees from the date notice is received. Regardless of notice, the Resident will be responsible for paying the \$400 cancellation fee (which can be covered by their initial Security Deposit).
- 9.2. Upon termination of this Agreement by the Resident, the following cancellation fees will be applied to the Resident's student account:

Agreement Terms	No Cancellation Fee	\$200 Cancellation Fee	\$400 Cancellation Fee
Fall term or Academic Year	Before July 1	July 1 – August 1	After August 1
Winter term (new residents only)	Before November 1	November 1 – December 1	After December 1
Spring or Spring/Summer term	Before March 15	March 15 - April 1	After April 1

- 9.3. If the Resident terminates this Agreement after the designated move-in day but has not yet moved in, the Resident will be charged the nightly rate to cover the cost of holding the room from the designated move-in day to the date a completed cancellation prior to arrival form is received by Residence Services.
- 9.4. If the Resident has signed a Fall and Winter semester Agreement, this Agreement may be terminated by the Resident for the upcoming Winter semester no later than December 1. If notice is not provided by December 1, any lost revenue of MRU due to a vacancy will become the responsibility of the Resident to the end of the Term.
- 9.5. In accordance with the Unclaimed Property and Vested Property Act, Residence Services will dispose of any tangible item worth less than \$1000.00 and any intangible item worth less than \$250.00. All other items will be handled as per the Act. Abandoned items that must be stored by Residence Services may result in a charge to the Resident. If Residence Services is unable to determine who is responsible for abandoning the property, the charge may be split among the Residents assigned to that unit.

10. TERMINATION OF THIS AGREEMENT BY MRU

- 10.1. MRU may terminate this Agreement with not less than 24 hours' notice to the Resident unless under special circumstances as described in the Residence Conduct Guide.
- 10.2. MRU may terminate this Agreement as follows:
 - a) if the Resident does not pay the Accommodation Fee or any other sums due by the Resident to MRU under this Agreement on the date such Accommodation Fee or other sum is due, or
 - b) in accordance with procedures described in the Residence Conduct Guide, or
 - c) if the Resident breaches any term or condition of this Agreement for any reason; or
 - d) in accordance with 8.2 b) above.

11. NOTICE

- 11.1. Any notice by MRU to the Resident will be in writing and will be deemed served if it is:
 - a) served on the Resident personally, or
 - b) left at the Resident's Room, or
 - c) left in the mailbox assigned to the Resident by MRU, or
 - d) emailed to the Resident's university email address on file.
- 11.2. Any notice by the Resident to MRU must be in writing and will be deemed served if it is delivered to MRU's Residence Services office to a person who is employed by MRU's Residence Services, or sent by double registered mail to:

The Director, Residence Services
200 Mount Royal Circle SW
Calgary, AB T3E 7P7

- 11.3. A notice served personally shall be effective on the first business day after service and a notice sent by mail shall be effective on the third business day after mailing.

12. COST AND TIMING OF PAYMENTS

- 12.1. The Resident will pay the Security Deposit prior to being given a booking in the Unit and Room.
- 12.2. The Resident will pay MRU the Fees posted to the Resident's student account for accommodation for the Term.
- 12.3. The Resident will pay a Residence Community Programming Fee of \$40.00 per academic semester. This is a nonrefundable fee, regardless of the length of stay during an academic semester.
- 12.4. The Accommodation Fee and the Residence Community Programming Fee on or before **August 15, 2023** for the Fall semester.
- 12.5. If Fees and Deposits are not paid by the Resident by the above dates due to student loan receipt or other circumstances pre-approved by MRU, in writing, MRU's second fee payment deadline in September for the Fall semester and January for the Winter semester will stand as the final payment date for all Fees. If Residence Fees are not paid by this final payment date, this Agreement is subject to termination as per Article 10.
- 12.6. If the Resident is not in receipt of a Student Loan or Sponsorship covering any portion of the Term, the Resident may opt to pay the Accommodation Fee in installments, as per the Installment Payment Plan Agreement. An administrative fee of \$75.00 will apply and shall be included in the first installment payment. Payment is due per the schedule outlined in the Installment Payment Plan Agreement. Installment Payment Plan Agreements will not be accepted past the date of the Resident's move-in day and must be for a minimum of a full academic semester.
- 12.7. Upon the expiration or early termination of this Agreement, MRU may apply charges to the Resident's student account for any sums due to it by the Resident under the terms of this Agreement. Such charges include, but are not limited to; any unpaid Accommodation Fees, the cost of repairing the Unit and Room or repairing or replacing any of the property of MRU in the Unit and Room and the costs of cleaning the Unit and Room.
- 12.8. The Resident will clean the Unit to a move-in day level of cleanliness prior to check-out or early departure, and will return the keys and perform proper check out procedures. Charges for cleaning, repair, or key/lock changes will otherwise be assessed by MRU as outlined in the Unit Condition Report.

13. GENERAL

- 13.1. Occupancy shall not occur until this agreement has been authorized by the Resident and MRU.
- 13.2. The Resident acknowledges that the Resident has read and understands this Agreement
- 13.3. Any Resident who is not a registered student of MRU agrees to abide by all policies and rules of occupancy established by MRU.
- 13.4. The Resident agrees to abide by the current version of the Residence Conduct Guide, as may be amended from time to time by MRU. The current version of the Residence Conduct Guide will be posted on www.mtroyal.ca.

The Resident acknowledges this Agreement

**Signature: The
Resident
Print Name:**

Date: _____

On behalf of THE DIRECTOR OF RESIDENCE SERVICES as representative of THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

**Witness: Residence Services
Representative**

Date: _____

SCHEDULE A
Definitions

1. **"Accommodation Fee"** means the monies the Resident must pay to MRU for the use of the Unit during the Term;
2. **"Agreement"** means this Agreement;
3. **"Cancellation Fee"** means the sum of Four Hundred (\$400.00) Canadian Dollars which will be charged to the Resident by MRU for the early cancellation of the Term;
4. **"Common Areas"** means any areas of the University Residence including, but not limited to, community rooms, hallways, residence grounds and common living areas of the Unit which are not a "Room";
5. **"Residence Services"** means the department, and its officials and employees, charged with managing the Residence on behalf of MRU;
6. **"Resident Conduct Guide"** means the documents containing rules, regulations, and guidelines and is provided by the University to which all Residents are required to adhere to and can be found under Residence Services at www.mtroyal.ca;
7. **"Resident"** means the person who has been assigned a Room in the Unit by MRU;
8. **"Residents"** means all of the persons who have been assigned a Room in the Unit by MRU;
9. **"Room"** means the bedroom assigned by MRU to the Resident in the Unit;
10. **"Security Deposit"** means the sum of Four Hundred (\$400.00) Canadian Dollars which shall secure the Resident a conditional spot in Residence and serve additionally as the damage deposit for the occupancy of the respective Unit;
11. **"Term"** means the period of time from 12:00 p.m., or earlier if available, on the date of available occupancy to no later than 12:00 p.m. on the day after the Resident's last scheduled exam in the Winter Semester (excluding the winter break period);
12. **"The Application for Residence Accommodation"** means MRU's required documentation demonstrating intent to occupy a Unit;
13. **"Unit"** means the Resident's University assigned furnished suite;
14. **"MRU"** means the Board of Governors of Mount Royal University; and
15. **"University Residence"** means the residence complex owned and operated by MRU; located at East Residence, 100 Mount Royal Circle S.W., Calgary, Alberta, T3E 7C9 and West Residence, 200 Mount Royal Circle SW., Calgary, Alberta, T3E 7P7.