

ACCOMMODATION AGREEMENT
MOUNT ROYAL RESIDENCE SERVICES

Fall 2019 Agreement

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following words shall mean:

- a) **"Accommodation Fee"** means the monies the Resident must pay to the University for the use of the Unit during the Agreement Period;
- b) **"Agreement"** means this Agreement;
- c) **"Agreement Period"** 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 Fall Semester (excluding the December holiday break);
- d) **"Breach of Agreement Fee"** means the sum of Four Hundred (\$400.00) Canadian Dollars which will be charged to the Resident by the University for the breach of rules, regulations and/or guidelines resulting in the compulsory departure of the Resident before the end of the Agreement Period;
- e) **"Cancellation Fee"** means the sum of Four Hundred (\$400.00) Canadian Dollars which will be charged to the Resident by the University for the early cancellation of the Agreement Period;
- f) **"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";
- g) **"Residence Complex"** means East and West Residence, including, but not limited to; all townhouse units, apartment buildings, common areas, community rooms, grass areas, driveways and walkways within the perimeters of the buildings;
- h) **"Resident Conduct Guide"** means the documents containing rules, regulations, and guidelines to which all Residents are required to adhere;
- i) **"Resident"** means the person who has been assigned a Room in the Unit by the University;
- j) **"Residents"** means all of the persons who have been assigned a Room in the Unit by the University;
- k) **"Room"** means the bedroom assigned by the University to the Resident in the Unit;
- l) **"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;
- m) **"The Application for Residence Accommodation"** means the University's required documentation demonstrating intent to occupy a Unit;
- n) **"Unit"** means the Resident's University assigned furnished suite;
- o) **"University"** means the Board of Governors of Mount Royal University; and
- p) **"University Residence"** means the residence complex owned and operated by the University; 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.

THE RESIDENT AND THE UNIVERSITY COVENANT AND AGREE AS FOLLOWS:

2. AGREEMENT

- 2.1. During the Agreement Period, the University 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 Common Areas;
 - c) the privilege to use, in common with other occupants of the University Residence, all designated common spaces located in the Residence Complex.

- 2.2. No amendment of this Agreement shall have effect unless it is in writing and it has been signed by both the Resident and the University. A notice regarding this Agreement, served personally, will be effective on the date of service and a notice sent by registered mail shall be effective on the 3rd business day after mailing.
- 2.3. This Agreement shall come into force and effect only when the University assigns a Room and delivers to the Resident a key to the Room on the date of occupancy and shall expire pursuant to the Agreement Period or be terminated pursuant to Article 7 of this Agreement.

3. LIMITATIONS OF LIABILITY

- 3.1. The Resident will protect the University from and assume any liabilities, fines, suits, claims, demands and actions of any kind for which the University 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 of earlier termination of this Agreement.

4. REPRESENTATIONS OF THE RESIDENT

- 4.1. The Resident warrants to the University that the Resident will be the only person who will reside in the Room.

5. RESPONSIBILITIES OF THE RESIDENT

5.1. The Resident will:

- a) keep the Unit and Room in a clean and sanitary condition; _____X
- b) be responsible for reading, acknowledging, and strictly abiding by the Residence Conduct Guide; _____X
- c) be responsible for their own personal property and **be solely responsible for obtaining personal content insurance**; _____X
- d) be responsible for reading and abiding by the Res Net Acceptable Use Policy; _____X
- e) permit the University 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; _____X
- f) be solely liable to the University for any loss or damage to the Room and the furniture and effects of the University therein; _____X
- g) be liable jointly and severally with any other occupants of the University Residence for any loss or damage to the public facilities in the Residence Complex and the furniture and equipment of the University; _____X
- h) be liable for the conduct and damages, if any, of its guests to the Unit, the Room or the Residence Complex; _____X
- i) 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 Residence as a whole and any furniture and effects of the University; _____X
- 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 _____X
- k) ensure the mobile phone information we have on file for them is accurate as Residence Services utilizes a text message based system to keep residents aware of serious issues requiring immediate attention. _____X

- 5.2. The Resident will not:
- a) do or permit or allow anything to be done in the Unit or the Room which is not legal or which is a nuisance or an annoyance to any occupant of the Unit or of the University Residence or a supplier of services; _____X
 - 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; _____X
 - c) affix anything on the walls, floor, ceiling, doors or windows of the Unit or Room which may disfigure or mark the surfaces when they are removed; _____X
 - d) apply any materials or utilize markers on any glass surfaces including windows, make any alteration or renovation to the Unit or Room; or _____X
 - e) allow anyone else to reside in the Room, regardless of legal marital status. _____X

6. OCCUPANCY

- 6.1. 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 return the Unit Condition Report. _____X
- 6.2. The University reserves the right to reassign a Resident to an alternate assigned Unit and/or Room. The Resident will move within the time designated by the University upon receipt of reassignment notice within the Agreement Period.

7. TERMINATION

- 7.1. Upon termination of this Agreement by the Resident, the University will charge the Resident the Cancellation Fee and the Resident will be responsible for the Accommodation Fee for 30 days after notice of termination.
- 7.2. Upon the termination of this Agreement, the Resident must vacate the Unit within the timeframe given by the University, and deliver to the University vacant possession of the Room together with all of the furnishings, and fixtures of the University and the furnishings and fixtures and must be in good condition, reasonable wear and tear excepted.
- 7.3. In accordance with the Unclaimed Property and Vested Property Act, Residence Services will dispose of any tangible item worth less than \$1000 and any intangible item worth less than \$250. 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 unit mates assigned to that unit.

8. NOTICE

- 8.1. Any notice by the Resident to the University must be in writing and will be deemed served if it is delivered to the University's Residence Services office to a person who is employed by the University's Residence Services, or sent by double registered mail to:

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

- 8.2. 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.

9. TERMINATION OF THIS AGREEMENT BY THE UNIVERSITY

- 9.1. The University 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.
- 9.2. The University 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 the University 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.
- 9.3. Any notice by the University 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 mail box assigned to the Resident by the University, or
 - d) emailed to the Resident's email address on file.

10. COST AND TIMING OF PAYMENTS

- 10.1. The Resident will pay the Security Deposit prior to being given a booking in the Unit and Room.
- 10.2. The Resident will pay the University the Fees posted to the Resident's student account for accommodation for the Agreement Period.
- 10.3. The Resident will pay a Residence Community Programming Fee of \$30.00 per academic semester. This is a nonrefundable fee, regardless of the length of stay during an academic semester.
- 10.4. The Accommodation Fee and Residence Community Programming Fee for the Fall semester must be paid by the Resident to the University on or before **August 1, 2019**.
- 10.5. 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 the University, in writing, the University's second fee payment deadline for the Fall 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 9.
- _____ **X**
- 10.6. If the Resident is not in receipt of a Student Loan or Sponsorship covering any portion of the Agreement Period, in addition to the Security Deposit, the Resident may opt to pay the Accommodation Fee in installments, as per the Installment Payment Plan Agreement. An administrative fee of \$75 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.
- _____ **X**

- 10.7. Upon the expiration or earlier termination of this Agreement, the University 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 the University in the Unit and Room and the costs of cleaning the Unit and Room.
- 10.8. **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 lock changes will otherwise be assessed by the University as outlined in the Room Condition Report given at check in.** ____X
- 10.9. **OCCUPANCY SHALL NOT OCCUR UNTIL THIS AGREEMENT HAS BEEN AUTHORIZED BY THE RESIDENT AND THE UNIVERSITY.**
- 10.10. **THE RESIDENT ACKNOWLEDGES THAT THE RESIDENT HAS READ THIS AGREEMENT AND EACH WRITTEN AMENDMENT OF THIS AGREEMENT (IF ANY).**
- 10.11. **ANY RESIDENT WHO IS NOT A REGISTERED STUDENT OF THE UNIVERSITY AGREES TO ABIDE BY ALL POLICIES AND RULES OF OCCUPANCY ESTABLISHED BY THE UNIVERSITY.**
- 10.12. **THE RESIDENT AGREES TO ABIDE BY THE CURRENT VERSION OF THE RESIDENCE CONDUCT GUIDE, AS MAY BE AMENDED FROM TIME TO TIME BY THE UNIVERSITY. THE CURRENT VERSION OF THE RESIDENCE CONDUCT GUIDE WILL BE POSTED ON WWW.MTROYAL.CA.**
- 10.13. In consideration of the Fees and the terms and conditions of this Agreement, the University allows the Resident the common right to Common Areas of the University Residence and the exclusive right to occupy a furnished Room in the University Residence.

The Resident acknowledges this Agreement and receipt of keys

_____ Date: _____
Signature: The Resident
Print Name:

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

_____ Date: _____
Witness: Residence Services
Representative