

**CONCORDIA UNIVERSITY OF EDMONTON Residence Agreement 2019-2020.**

Name of Resident: \_\_\_\_\_ Student Number: \_\_\_\_\_

**DEFINITIONS:****Concordia** means Concordia University of Edmonton.**Guest** means anyone the Resident permits to be present at the Residence, or for whom the Resident is responsible.**Residence** means the residence owned and operated by Concordia in which the Resident's Room is located, including any exterior walkways, balconies or park areas designated as common areas of the residence.**Residence Fees** means the Residence Fees, including the mandatory Declining Meal Balance Plan, which are set out in the Residence Life Policies & Procedures. Note that Residence Fees are subject to change.**Resident** means the student with whom (or in the case of a minor, on behalf of whom) this Agreement between Concordia and the student is signed.**Resident's Room** means the personal bedroom assigned by Concordia to the Resident.**Security Deposit** means the money given by the Resident to Concordia upon conditional acceptance of their Residence Application, in order to secure a space in Residence.**Term** means the period of time during which Concordia permits the Resident to live in Residence.**TERMS AND CONDITIONS:**

The Resident acknowledges the purpose of campus residence is to provide students with the opportunity to live together in a caring community. The Resident is committed to practising respect and concern for fellow residence students and demonstrating maturity and responsibility in their personal life.

The Resident acknowledges reading this entire document and agrees to comply with all the terms and conditions outlined in this Agreement. Living in Residence is a privilege which may be withdrawn if the Resident's attitude or conduct is inconsistent with the expectations and obligations set out in this Agreement, the Residence Life Policies & Procedures or the Concordia Calendar.

**CONCORDIA AND THE RESIDENT AGREE AS FOLLOWS:****1. Permission to Live in Residence**

Concordia permits the Resident to live in Residence for the following Term, in accordance with the terms and conditions of this Agreement:

- ☐ August 28<sup>th</sup>, 2019 - April 30<sup>th</sup>, 2020 (Fall & Winter semesters) \*
- ☐ August 28<sup>th</sup>, 2018 - December 20<sup>th</sup>, 2019 (Fall semester only)
- ☐ January 6<sup>th</sup>, 2020 - April 30<sup>th</sup>, 2020 (Winter semester only)
- ☐ Meal Plan Option - \_\_\_\_\_

\* Concordia closes the campus and residences during the Christmas break (December 20<sup>th</sup> 2019 – January 6<sup>th</sup>, 2020). The Resident may not live in Residence over the Christmas break except as provided in the Residence Life Policies and Procedures in the Residence Guide.

**2. Resident's Room**

The Resident's Room will be assigned at the discretion of the Residence Life Coordinator.

The Residence Life Coordinator may re-assign the Resident to an alternate room at any point during the Term if the Residence Life Coordinator considers it appropriate to do so, in which case the Resident agrees to move within the time designated by the Residence Life Coordinator.

**3. Residence Life Policies & Procedures**

The Residence Life Policies & Procedures, as may be amended by Concordia from time to time, are incorporated by reference as part of this Agreement and are enforceable as part of this Agreement.

By signing this Agreement, the Resident acknowledges it is the Resident's responsibility to become familiar with the Residence Life Policies & Procedures, which are updated and published on Concordia's website.

**4. Resident's Covenants**

The Resident represents and warrants to Concordia that throughout the entire Term they will maintain full-time student status at Concordia.

The Resident has read and will abide by the Residence Life Policies & Procedures, which Concordia may modify from time to time. Failure by the Resident or their Guests to abide by the standards set out in the Residence Life Policies & Procedures is a breach of this Agreement and may result in the termination of this Agreement.

Without limiting anything else in this Agreement or in the Residence Life Policies & Procedures, the Resident shall:

- (a) keep the Resident's Room in a reasonably clean and sanitary condition;
- (b) permit Concordia or its agents to inspect and search the Resident's Room for any of the reasons set out in the Residence Life Policies & Procedures;
- (c) be solely liable or liable jointly and severally with other residents of the Residence for any loss or damage to the Residence including any furniture, fixtures and property belonging to Concordia contained therein;
- (d) be liable for the conduct of the Resident's Guests anywhere in the Residence;
- (e) give the Residence Life Coordinator immediate written notice of any breakage or damage in or to the Residence, and cooperate with the Residence Life Coordinator to help identify the cause including any person or persons responsible;
- (f) report any open or vacant rooms to the Residence Life Coordinator; and
- (g) be responsible for obtaining personal contents insurance.

**5. Indemnification of Concordia by the Resident**

The Resident shall be liable to Concordia and shall indemnify and save harmless Concordia from and against any and all direct and consequential damages, losses, liabilities, costs (including solicitor costs on a full indemnity basis) and claims of any nature whatsoever which may be brought or made against Concordia, or which Concordia may pay or incur as a result of or in connection with:

- (a) any breach or failure to abide by this Agreement by the Resident;
- (b) the negligence or any wrongful act by the Resident or any of their Guests;

- (c) any damage to or loss of the property of Concordia or others occasioned by the Resident or any of their Guests in their use or occupation of the Residence; or
- (d) any injury to person or persons, including death resulting at any time therefrom, occasioned by the Resident or any of their Guests in their use or occupation of the Residence.

This indemnity provision shall survive the expiration or termination of this Agreement.

## **6. Liability of Concordia**

Concordia, its agents, servants, employees and contractors shall not be liable for:

- (a) any loss, injury, death or damages to persons, or property belonging to the Resident or any other person including any property entrusted to the care or control of Concordia, its agents, servants, employees or contractors; or
- (b) any consequential or indirect damages or personal or consequential injury of any nature whatsoever that may be suffered by the Resident, any agent or Guest of the Resident, or any other person who may be at the Residence or on the property of which the Residence forms a part, as a result of any cause whatsoever, including without limitation, negligence, willful misconduct, or gross negligence of Concordia, its agents, servants, employees or contractors.

This liability provision shall survive the expiration or termination of this Agreement.

## **7. Health Information & Medical Emergencies**

The Resident represents and warrants to Concordia that the health information provided in their Residence Application is true and complete in every respect. The Resident shall promptly inform the Residence Life Coordinator of any changes to this information while the Resident is living in Residence.

The Resident agrees that in a medical emergency involving the Resident:

- (a) the Residence Life Coordinator or other agent of Concordia may on behalf of the Resident authorize any emergency, medical and hospital services as may be, or appear to be, necessary;
- (b) the Resident shall be responsible for the payment of emergency, medical and hospital services authorized under paragraph (a) above; and
- (c) the Resident acknowledges the Residence Life Coordinator or other agent of Concordia is acting on behalf of the Resident, even if they do not do what the Resident would have done in the circumstances, and the Resident hereby releases them from any and all claims, costs and liability in connection with their actions taken under paragraph (a) above.

## **8. Student Status**

The Resident must maintain full-time student status at Concordia for the entire time they live in Residence.

If the Resident fails to maintain full-time student status at any point during the Term, they shall immediately notify the Residence Life Coordinator in writing of their change in status. Additionally, the Resident permits Concordia to release the Resident's academic information to the Residence Life Coordinator for the purpose of confirming their status.

Failure to maintain full-time student status while living in Residence may result in the termination of this Agreement by Concordia.

### 9. Fees, Costs & Refunds

The Resident has paid a \$500 Security Deposit to secure a space in Residence and understands this Security Deposit is **non-refundable** except in accordance with the policies set out in the Residence Life Policies & Procedures.

The Resident agrees to pay all applicable Residence Fees, including the Declining Meal Balance Plan, on or before the first day of each semester. The Resident understands Residence Fees are **non-refundable**, including in the event this Agreement is terminated by Concordia or the Resident *for any reason* during the Term.

### 10. Withdrawal by Resident

If the Resident withdraws their Residence Application prior to moving into Residence no refund shall be issued except in accordance with the policies set out in the Residence Life Policies & Procedures.

If the Resident decides to move out of Residence before the end of the Term, no refunds shall be issued except in accordance with the policies set out in the Residence Life Policies & Procedures. The Resident shall give reasonable written notice to the Residence Life Coordinator prior to moving out.

Moving out of Residence shall not release or discharge the Resident from liability for any payments due to Concordia under this Agreement or otherwise.

### 11. Termination by Concordia

If the Resident fails to abide by the Residence Life Policies & Procedures, or fails to perform and observe any of the terms or conditions of this Agreement, Concordia may in its sole discretion terminate this Agreement by giving the Resident written notice of its intention to do so. The Resident shall vacate their room and leave the Residence within 48 hours of receiving such written notice, or within such other time period as may be specified in the notice.

Notwithstanding the foregoing and without limiting the policies set out in the Residence Life Policies & Procedures, the Resident may be immediately evicted from Residence for reasons including but not limited to assault of any kind, any offence resulting in a criminal charge, any destruction of property, or if the Resident is deemed a safety concern for the community.

Termination of this Agreement by Concordia shall not release or discharge the Resident from liability for any payments due to Concordia under this Agreement or otherwise.

The Resident is liable to pay all legal costs incurred by Concordia in enforcing the provisions of this Agreement including obtaining possession of the Resident's Room.

### 12. Notices to Resident

Any written notice by Concordia to the Resident shall be deemed to be received by the Resident if it is:

- (a) personally delivered to the Resident;
- (b) left at the Resident's Room; or
- (c) sent to the email address provided by the Resident on their Residence Application or as updated by the Resident.

### 13. Changes to this Agreement

No amendment of this Agreement shall be effective unless it is signed by both the Resident and Concordia with the approval of the Dean of Students, except that Concordia may in its sole discretion modify the Residence Life Policies and Procedures from time to time.

**14. Invalidity & Survival of Terms**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected by the invalid or unenforceable provision and shall be enforceable to the extent permitted by law.

Expiry or termination of this Agreement shall not release or discharge the Resident from any obligation that shall have accrued prior to the effective date of expiry or termination.

**I agree to be bound by the terms and conditions of this Agreement:**

Resident's Name (please print)	Resident's Signature	Date
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Witness Name (please print)	Witness Signature	Date
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*If Resident is under the age of 18:*

Parent/Guardian's Name (please print)	Parent/Guardian's Signature	Date
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Witness Name (please print)	Witness Signature	Date
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**Residence Life Coordinator, Concordia University of Edmonton:** \_\_\_\_\_