

**SAMPLE CONCORDIA UNIVERSITY OF EDMONTON Residence Contract 2022-2023**

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

**DEFINITIONS:**

**CUE** 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 and the Residence Programming Fee, which are set out in section 5.7 of the Academic Calendar. 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.

**Residence Experience Deposit** means the money given by the Resident to CUE upon conditional acceptance of their Residence Application, in order to secure a space in Residence.

**Term** means the period of time during which CUE permits the Resident to live in Residence, as specified in section 1 of this Agreement.

**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 the community.

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 Living in Residence is a privilege which may be withdrawn if the Resident's attitude or conduct is inconsistent with the expectations and obligations set out in this Agreement or in the Residence Community Standards and Policies (as defined in section 3 of this Agreement).

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

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

- ☐ Fall & Winter Semesters (September 2022-April 2023)
- ☐ Fall Only (September 2022-December 2022)
- ☐ Winter Only (January 2023-April 2023)

CUE closes the campus and Residences during the holiday break taking place from December 23, 2022-January 9, 2023. At the conclusion of the Fall & Winter semesters, Residents must move-out **24 hours after their last final exam**.

Extensions may be granted to the day **after the final exam period ends**. Students returning to Residence for the Winter 2023 semester may stay in Residence over the Holiday Break with permission from the Student Housing, which will be considered on a case-by-case basis.

**The absolute final date for Fall-Only Residents to move-out is December 20, 2022 at noon. The absolute final date for all Residents to move-out is May 2, 2023 at noon. No exceptions will be granted.**

## **2. Resident's Room**

The Resident's Room will be assigned at the discretion of Student Housing.

Student Housing may re-assign the Resident to an alternate room at any point during the Term if Student Housing considers it appropriate to do so, in which case the Resident agrees to move within the time designated by the Student Housing, typically within 48 hours.

## **3. Residence Community Standards and Policies**

The Resident agrees to adhere to and comply with the Residence Community Standards, and all relevant CUE policies and procedures, including but not limited to the Academic Calendar including the Code of Student Conduct, the Discrimination, Harassment, and Accommodation Policy, the Sexual Violence Policy, and the various rules and regulations made from time to time by CUE (collectively, the "Residence Community Standards and Policies").

The Residence Community Standards and Policies, as amended or supplemented by CUE 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 Community Standards and Policies, which are updated and published on CUE's website.

## **4. Resident's Covenants**

The Resident represents and warrants to CUE that throughout the entire Term they will maintain full-time student status at CUE (i.e., at least 9.0 credits unless an accommodation is granted by Learning Accommodations Services).

The Resident has read and will abide by the Residence Community Standards and Policies, which CUE may modify from time to time. Failure by the Resident or their Guests to abide by the standards set out in the Residence Community Standards and Policies 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 Community Standards and Policies, the Resident shall:

- (a) keep the Resident's Room in a reasonably clean and sanitary condition;
- (b) permit CUE or its agents to inspect and search the Resident's Room for any of the reasons set out in the Residence Community Standards and Policies;
- (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 CUE contained therein;

- (d) be liable for the conduct of the Resident's Guests anywhere in the Residence;
- (e) give Student Housing immediate written notice of any breakage or damage in or to the Residence, and cooperate with Student Housing to help identify the cause including any person or persons responsible;
- (f) report any open or vacant rooms to Student Housing; and
- (g) be responsible for obtaining personal contents insurance.

### **5. Indemnification of CUE by the Resident**

The Resident shall be liable to CUE and shall indemnify and save harmless CUE 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 CUE, or which CUE 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 CUE 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 CUE**

CUE, 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 CUE, 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 CUE, its agents, servants, employees or contractors, and including without limitation any damages or injuries arising from exposure to Covid-19 or any other infectious disease.

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

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

The Resident represents and warrants to CUE that the health information provided in their Residence Application is true and complete in every respect. The Resident shall promptly inform Student Housing 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 Manager, Student Housing or other agent of CUE 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 Manager, Student Housing or other agent of CUE 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 (i.e., at least 9.0 credits unless an accommodation is granted by Learning Accommodations Services) at CUE for the entire time they live in Residence.

If the Resident fails to maintain full-time student status (or part-time status in accordance with accommodations granted by Learning Accommodations Services) at any point during the Term, they shall immediately notify Student Housing in writing of their change in status. Additionally, the Resident permits CUE to release the Resident's academic information to Student Housing for the purpose of confirming their status.

Failure to maintain full-time student status (or part-time status in accordance with accommodations provided by Learning Accommodations Services) while living in Residence may result in the termination of this Agreement by CUE.

## **9. Fees, Costs & Refunds**

The Resident has paid a \$500 Residence Experience Deposit to secure a space in Residence and understands this Residence Experience Deposit is **non-refundable** except as set out in section 5.7 of the Academic Calendar.

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 CUE or the Resident *for any reason* during the Term.

All students in Undergraduate Residences are required to purchase the minimum non-refundable Meal Plan as set out in section 5.7 of the Academic Calendar, but may add additional meal plan funds after move in.

## **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 section 9 of this Agreement.

If the Resident decides to move out of Residence before the end of the Term, no refunds shall be issued except in accordance with section 9 of this Agreement. The Resident shall give reasonable written notice to Student Housing prior to moving out.

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

## **11. Termination by CUE**

If the Resident fails to abide by the Residence Community Standards and Policies, or fails to perform and observe any of the terms or conditions of this Agreement, CUE 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 Community Standards and Policies, 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 CUE shall not release or discharge the Resident from liability for any payments due to CUE under this Agreement or otherwise.

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

**12. Notices to Resident**

Any written notice by CUE 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 non-CUE email address provided by the Resident on their application to CUE or as updated by the Resident in Online Services; or
- (d) sent to the Resident's CUE email address, as provided by CUE.

**13. Changes to this Agreement**

No amendment of this Agreement shall be effective unless it is signed by both the Resident and CUE with the approval of the Vice President, Student Life & Learning except that CUE may in its sole discretion modify the Residence Community Standards and Policies from time to time. CUE may in its sole discretion also modify the length of a Resident's Agreement.

**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

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

*If Resident is under the age of 18:*

\_\_\_\_\_  
Parent/Guardian's Name (please print)

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**Manager, Student Housing, CUE University of Edmonton:** \_\_\_\_\_