

Brock University
Brock Suites Residence Agreement
Academic Year 2021-22

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OR ARE NOT WILLING TO ABIDE BY THEM, DO NOT SIGN THIS AGREEMENT AND CONTACT THE DEPARTMENT OF RESIDENCES AT res@brocku.ca

1. Your accommodation

1.1. Commitment to Provide Accommodation

Provided you pay the residence fees set out below (“Fees”) and comply with the terms of this Agreement, the University will provide you accommodation in one of the University’s residences, Gateway Suites and Quarry View (“Brock Suites”).

1.2. Your Room

The Department of Residences will assign you a room in one of the Residences in its discretion. The Department of Residences will endeavor to place you in a room according to your preferences but cannot guarantee that your preferences will be met.

1.3. Changing Rooms

You must receive permission from the Department of Residences to change rooms. You may request a change of rooms in accordance with the Room Switch Procedures as outlined on line at <https://brocku.ca/residence/important-information/room-switch-procedures/>.

1.4. Reassignment

The University reserves the right after reasonable notice, to change the accommodation assigned to you in its unfettered discretion if circumstances arise which, in the opinion of the University, make the change necessary or desirable. You must cooperate fully in any reassignment.

1.5. Reserved rights

Due to the public health measures which may be necessary as a result of COVID-19, the University reserves the right to delay occupancy or terminate this residence agreement with you if (1) the University determines that it is prudent or necessary to do so for reasons of public health or student safety, or (2) the University is required by law, order or directive to close one or more of its residences, to limit the number of persons residing in residence, or such other law, order or directive affecting the normal operation of its residences. In such circumstances, the University will provide you with reasonable notice credit to your student account a portion of the residence application fee or prepaid residence fees as the University determines appropriate in its absolute discretion.

2. Term of Agreement

2.1. Period of Residence

Unless otherwise determined in accordance with this Agreement, the University will provide you with accommodation in a Residence for the Fall and Winter session, from September 1, 2021 to noon on April 27, 2022.

2.2. Application to extent Period of Residence

You may request an extension of this Agreement for the 2021 Spring/Summer term or the 2022 Spring/Summer term at a reduced rate of \$340 per month. You must submit a request to extend to res@brocku.ca. If an extension is approved for the 2021 spring/summer term, this Agreement will be effective starting May 2, 2021. If an extension is approved for the 2022 spring/summer term, this Agreement will expire on August 21, 2022.

3. Fees

3.1. Obligation to pay fees

You must pay the University the Fees set out by the University as listed on the Brock Suites Residence website at www.brocku.ca/brock-suites.

3.2. Due date for fees

A \$600 application fee is due at the time of application; your application will not be processed until that fee is received. Fees will be due and payable at the start of each month for the duration of the contract. The application fee will be deducted from the final payment in the contract.

3.3. Outstanding balances

If you have an outstanding balance on your account (including tuition fees, residence fees, incidental fees and any other outstanding fees and charges) as determined by the Finance Office you must pay interest at the rate set out on University's Finance Office website at <https://brocku.ca/safa/tuition-and-fees/overdue-accounts/>. Interest will be assessed on the 1st of each month starting In October. [Outstanding balances](#) may also result in restrictions on student account access which may prevent admission to residence. (See the Fees section in the Brock University Undergraduate Calendar for further details.)

4. Residence rules and Requirements

4.1. Requirement to maintain student status

This Agreement is conditional upon you registering with Brock University as a full time student in a degree program for 2021-22 and maintaining this status for the duration of the Agreement.

4.2. Obligation to comply with rules and regulations

During your accommodation in Residence, you must comply with all applicable laws and regulations and all University policies and procedures. If you breach any of these rules or regulations, the University may terminate this Agreement in accordance with section 7.2 below.

4.3. Obligation to maintain an academic environment

Students are expected to maintain an environment which is conducive to academic work. The following general rules, set by the University, apply to each student:

- 4.3.1.** The following is prohibited in and around Brock Suites Residence: behaviour by an individual(s) that interferes with the rights of another individual(s) to the peaceful use and enjoyment of his or her space in residence; behaviour that creates a significant nuisance and/or disturbance to an individual or community;

behaviour which endangers the safety and security of themselves or another individual(s), and/or compromises personal or university property, and/or attacks the dignity/integrity of an individual, and/or break the laws of the land.

- 4.3.2.** Brock Suites Residence, is a smoke-free environment and smoking and vaping is strictly prohibited in Brock Suites Residence. This includes smoking and vaping of both tobacco and cannabis. Smoking tobacco at the University is only permitted in designated smoking areas.
- 4.3.3.** Pets are not allowed in Brock Suites Residence (not even as visitors to your residence). Only non-dangerous fish in aquariums no larger than 5 gallons are permitted. If a student chooses to have such a tank, they are responsible for ensuring its maintenance. No debris from the tank (including rocks/gravel) may be put down any drain in Brock Suites Residence. (Please note: Service Animals, as defined in the Integrated Accessibility Standards O. Reg. 191/11, may be permitted in Brock Suites Residence under the University's duty to accommodate students with disabilities. Any requests for Service Animals must be submitted through the Residence Office's Medical and Special Consideration process).
- 4.3.4.** The possession and consumption of cannabis (other than by smoking/vaping) is restricted to private bedrooms and as such, the use of cannabis in cooking/baking or in any common areas is strictly prohibited. Students are not permitted to cultivate cannabis in Brock Suites Residence and any cannabis or cannabis products must be stored in a sealed, odour-proof container. The possession of drug paraphernalia (e.g. bongs, grinders) is also prohibited.
- 4.3.5.** During your accommodation in Residence, you must comply with all University requirements related to COVID-19, including but not limited to, completing health and safety training, following public health screening protocols, cooperating with contact tracing obligations, and abiding by self-isolation protocols. In addition, in order to be eligible for admission to Residence, you must also complete the University's COVID-19 informed consent which ensures that you understand the risks associated with living in Residence during the pandemic and confirms your agreement to complying with all applicable health and safety and notice requirements. Failure to comply with these requirements may result in restrictions or conditions imposed on your residence accommodation or termination of this Agreement in accordance with section 7.2

5. Facilities and Maintenance

- 5.1. Obligation to maintain room in good condition:** You are required to maintain your room clean and in a condition of good repair.
- 5.2. Responsibility for missing items, damages or cleaning:** You must pay for all missing items, damages or cleaning caused to your room by you or your guests. If your room is shared or there are common areas, all costs for missing items, damages or cleaning will be divided and assessed equally between you and the other students, unless the damage or disorder can be attributed to one student, then that student will be responsible for the full cost.

5.3. Inspection by the University: The University reserves the right to enter a room for maintenance, repairs, cleaning and/or inspection.

5.3.1. The university will enter all rooms at the end of each contract period, regardless if the student has taken on an extension or a contract for the next academic year, to complete an inspection to assess the state of repair and cleanliness of the unit/bedroom.

5.3.2. If cleanliness issues identified in the inspection are not resolved in a specified period of time, contract extensions and/or additional contracts can be revoked.

5.4. Disclaimer of liability: The University assumes no responsibility and is not liable for any loss or damage to your personal property or injury to person.

6. Other amenities included

6.1. Parking

Parking is included in the price. Students wishing to park must register for their parking pass at Parking Services and the lot will be assigned on a first come, first served basis. The parking pass will be subject to the Terms and Conditions as outlined by Parking Services.

6.2. Laundry

Laundry is included in the price. This will be provided as either a washer and dryer in your unit or, as in the case in Quarry View Residence, money (\$75/term) added to your student card for use in the laundry rooms provided in the Quarry View Residence.

7. Early termination of this Agreement

7.1. Early withdrawal from Residence by Student: If you wish to vacate your Residence before the end of the contract, you must submit a request in accordance with the Early Withdrawal from Residence Procedures available at: <https://brocku.ca/brock-suites/pricing/#1475262381235-ce4e20f7-cffe> . Students who withdraw from Brock Suites will be held responsible for the fees for the month following the day that they check out of residence and they will forfeit the \$600 application fee.

7.2. Early termination by University: The University may terminate this agreement if you breach this Agreement or any terms incorporated by reference into this Agreement, effective immediately upon written notice to you or as specified in the written notice. If the University terminates this Agreement for breach, you must still pay all residence fees for the full 2021-22 academic year.

7.3. Appeal against early termination by University: You may appeal an early termination decision by the University if you have documentary evidence which establishes that your breach of this Agreement was due to compassionate or medical reasons. The University may uphold or rescind the termination in its absolute discretion.

8. General provisions

8.1. No liability for emergencies: The University shall not be liable for the failure to provide the residential accommodation which is provided for in this Agreement when such failure is caused by fire, explosion, water, Acts of God, civil disobedience or disturbances, strikes or other labour interruptions, vandalism, war, riot, sabotage,

failure of public utility services, pandemics, public health measures, governmental rules, or any other courses which are beyond the reasonable control of the University (“Emergency” or “Emergencies”).

- 8.2.** If the Residences cannot open and/or must close for any such Emergency, the University will use reasonable efforts to ensure that students are notified in advance and the University will use reasonable efforts to mitigate against of the Emergency. The University is not liable for any loss in these Emergencies. There shall be no compensation in any form whatsoever for inconvenience or discomfort suffered as a result of Emergencies or other circumstances which are beyond the control of the University.
- 8.3.** In the event that the Residences cannot open and/or must close due to the actions of third parties with respect to planned or unforeseen renovation or construction, which are beyond the control of the University but not an Emergency, the University shall use its best efforts to notify the students in advance and provide substitute accommodation on- or off-campus.
- 8.4. Changes to rules:** The University reserves the right to amend or make additional rules and regulations concerning Brock Suites Residence, which shall form part of this agreement and you agree to be bound by such amendments or additions.
- 8.5. Waiver:** Waiver of these procedures by the University in certain circumstances shall not be deemed to be a waiver of these procedures generally.
- 8.6. Notice:** Any notice the University is required to provide to you under this Agreement shall be deemed to have been properly delivered if delivered to your residence mailbox, University email or posted on the door to your Residence Room. Any notice required to be given to the University should be delivered to : the North, East, or South Service Desk and made attention to Management, Department of Residences.
- 8.7. Insurance:** The University assumes no liability, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water or other causes (e.g. loss of utilities). You are required to obtain personal insurance against such losses and provide proof of insurance. It is recommended that students obtain coverage through a “rider” on the family’s tenant or homeowner insurance policy, for personal contents insurance which should include liability coverage for injury or damage caused by the student. For more information, please visit <https://brocku.ca/residence/important-information/rules-and-regulations/insurance/>