

Brock University Temporary Residence Accommodation Agreement Academic Year 2023-24

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, including but not limited to DeCew, Vallee, Earp, Lowenberger, Residence 8, Village, and Quarry View ("Residences"), subject to the University's reserved rights set out in section 1.3 below.

1.2. Your room: The Department of Residences will assign you a room in one of the Residences in its sole discretion. The Department of Residences will endeavor to place you in a room according to your preferences but cannot guarantee any of your preferences.

1.3. Reserved rights: 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 and credit to your student account a portion of the application or prepaid residence fees as the University determines appropriate in its absolute discretion.

1.4. Reassignment: The University reserves the right to, after no less than 24 hours' notice to you, 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.

2. Term of Agreement

2.1. Period of residence: Unless terminated early in accordance with this Agreement, the University will provide you with accommodation on a temporary basis from 15-120 days.

3. Fees

3.1. Obligation to pay fees: You must pay to the University the Fees set by the University as listed on the Department of Residences website at: <https://brocku.ca/residence/spring-summer/#fees>. Residence fees will be determined by the period of stay.

3.2. Due date for fees: You must pay all of the Fees or the portion of Fees listed on the Department of Residences website at <https://brocku.ca/residence/spring-summer/#fees> prior to moving into your Residence room.

3.3. Outstanding balances: If you have an outstanding balance on your account (including tuition fees, residence fees, meal plan 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 by the 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. 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 2023-24 or as a student in the Intensive English Language Program and maintaining your student 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, all University policies and procedures and the Residence Community Standards (available at: <https://brocku.ca/residence/important-information/community-standards/>). If you breach any of these rules or regulations, the University may terminate this Agreement in accordance with section 6.2 below. In particular, you must comply with the following general rules:

- a. Students are individually responsible for the care and proper use of all University property. Students will be held responsible, individually or jointly, for the loss or damage to the Residences or common areas. The University assumes no responsibility and is not liable for any loss or damage to the resident's personal property or injury to person.
- b. The University reserves the right to enter a room for maintenance, repairs, cleaning and/or inspection.
- c. The following is prohibited in and around University Residences, as outlined in the Residence Community Standards: 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.

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 you are in a shared room 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 is attributed to one student, then that student will be responsible for the full cost.

5.3. Inspection by University: The University reserves the right to enter a room without notice for maintenance, repairs, cleaning and/or inspection.

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. Early termination of this Agreement

6.1. Early termination by University: The University may terminate this agreement if you breach this Agreement or any terms incorporated by reference into this Agreement, such as the Residence Community Standards, 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 and meal plan fees for the full 2023-24 academic year.

6.2. Appeal against early termination by University: You may appeal an early termination decision by the University if you have documentary evidence that 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.

7. General provisions

7.1. No liability for emergencies: The University shall not be liable for any delays or 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, governmental rules, pandemic or public health measures, or any other courses which are beyond the reasonable control of the University ("Emergency" or "Emergencies"). If the Residences cannot open, are restricted in their capacity to accommodate students 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 the effects of the Emergency. The University is not liable for any land 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.

7.2. Other unforeseen circumstances: In the event that the Residences cannot open, are restricted in their capacity to accommodate students 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.

7.3. Changes to rules: The University reserves the right to amend or make additional rules and regulations concerning the Residences, which shall form part of this agreement and you agree to be bound by such amendments or additions.

7.4. Waiver: Waiver of these procedures by the University in certain circumstances shall not be deemed a waiver of these procedures generally.

7.5. 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.

7.6. Indemnity: You shall indemnify and hold harmless the University from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with your use or occupation of your room, shared areas, or common areas, or any other part or parts of the Residence.

7.7. 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/>

7.8. Assignment: This Agreement cannot be assigned without the prior written consent of the University.

7.9. Severability: In the event that any portion of this Agreement is found to be unenforceable, that provision shall be deemed deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect.

7.10. Entire Contract: You agree that this Agreement includes the Residence Community Standards and any other policy, procedure or document incorporated by reference or by link into this agreement. This Agreement supersedes and takes the place of any and all previous contracts and representations of any kind, written or verbal, made previously. To the extent that there is any discrepancy between matters dealing both in this contract and any other University publication or agreement, the provisions of this contract shall prevail.

7.11. Time is of the Essence: You must deal with your obligations as a resident or in a situation in accordance with any assigned deadlines, particularly situations which affect your academic performance or standing in residence. Unresolved problems generally get worse and, in some cases, additional penalties, late fees or other remedies may result from the delay.

7.12. Application of the Residential Tenancies Act: You acknowledges that the occupation of a Room in the Residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c. 17

7.13. Residents Under the Age of 18: If you are under the age of 18 years, this Agreement must be signed by your parent or legal guardian in order to be binding on Brock University. The undersigned parent or guardian of the Resident hereby acknowledges full responsibility and liability for all covenants and obligations of the student as provided for in this Contract including, but not limited to, payment of all Residence Fees.

7.14. Online Electronic Acceptance of Contract: Submitting an online application through the residence application website, officially indicates that you understand and agree to the terms and conditions of this Agreement. Note: If you are the parent or legal guardian of the student, you will be asked to sign this agreement on their behalf at the time that they move into residence.