

# Brock University

## 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](mailto: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 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. **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 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. **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 at <https://brocku.ca/residence/important-information/admissions-procedures/room-switch-procedures/>.
- 1.5. **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 otherwise determined in accordance with this Agreement, the University will provide you with accommodation in a Residence during:
- a. Fall session, from September 5, 2021 to noon on the day following the student's last examination, or noon on December 23, 2021, whichever occurs first, and
  - b. Winter session, from noon on January 9, 2022 to noon the day following the student's last examination, or noon on April 27, 2022, whichever occurs first.
- 2.2. **Winter Break:** The University plans to close the Residences for Winter Break from the day after the last December exam until reopening the Residences the day before the start of classes in January and will not provide accommodation, meals, services, nor the associated support staff during this time.
- 2.3. **Accommodation during Winter Break or after end of Winter session:** The University may permit you to remain in Residence during Winter Break and/or beyond the Winter session if, in the opinion of the University, you are: (a) an international student with no means of getting home or securing alternate accommodation; (b) a Varsity team athlete who is required to remain in residence for a team event during Winter Break; or (c) a student who has an academic requirement that requires you to remain on campus. If you wish to remain in Residence during Winter Break or after the end of Winter session, you must obtain approval from the University through the process set out at: <https://brocku.ca/residence/important-information/winter-break-closure/> If your application is approved by the University, in its absolute discretion, you must pay a fee of \$250 for each week (or part of a week) you remain in Residence during the Winter Break or past the end of the Winter session.

### 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/apply/residence-fees/>. Residence fees will be determined by the move in date, type of residence room and meal plan.
- 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/apply/residence-fees/payment-for-residence/> prior to moving into your Residence room. Key payment dates are as follows:
- a. Application fee: The \$600 application fee (\$300 for students moving in for a January start) is due at the time of application. The Department of Residences will not process your application until the application fee is received.
  - b. First instalment: The first instalments are due on July 31<sup>st</sup> as follows:
    - \$5,500 from students allocated to any residence who have not received a confirmed OSAP assessment of \$12,000 or more in funding;

- \$2,000 from students with a confirmed OSAP assessment that they are receiving \$12,000 or more in OSAP, regardless of where they have been allocated.
- There is no first instalment payment for students moving in for a January start.

c. Final payment date: All fees must be paid in full by September 8, 2021

**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 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. Meal Plan

**4.1. Obligation to purchase meal contract:** If you are assigned a room in residence, you must purchase a meal plan and enter into a contract with Brock Dining Service, and comply with the rules and requirements related to the meal plan, as set by the University's Dining Services. The meal plan options, rates and policies are available on line at <https://brocku.ca/hospitality-services/brock-card/meal-plans/meal-plan-options/>.

**4.2. Breaks in meal plan service:** The University meal plan does not provide for meals during the Winter Break between Fall and Winter terms and provides limited service during the Spring and Fall Reading Breaks. Dining hall hours are subject to change. Hours of operation are posted in advance.

**4.3. Special dietary requirements:** If you have a special dietary requirement you should disclose that information in your residence application. That information will be shared with Brock Dining Services. If you have any issues or concerns with ingredients it is recommended that you speak to a Dining Hall Manager.

#### 5. Residence rules & requirements

**5.1. 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.

**5.2. 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 7.2 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 may either individually or jointly be held responsible 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.
- 5.3. **COVID-19 requirements:** 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

## 6. Facilities & maintenance

- 6.1. **Obligation to maintain room in good condition:** You are required to maintain your room clean and in a condition of good repair.
- 6.2. **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.
- 6.3. **Inspection by University:** The University reserves the right to enter a room without notice for maintenance, repairs, cleaning and/or inspection.
- 6.4. **Disclaimer of liability:** The University assumes no responsibility and is not liable or any loss or damage to your personal property or injury to person.

## 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 Winter session, you must submit a request in accordance with the Early Withdrawal from Residence Procedures available at:

<https://brocku.ca/residence/moving-out/early-withdrawal/> and fees paid will be forfeited in accordance with the accelerated forfeiture procedure outlined on <https://brocku.ca/residence/moving-out/early-withdrawal/>.

- 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, 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 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 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 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. 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. In March 2020 the World Health Organization declared a global pandemic due to the COVID-19 virus. The Governments of Canada and the Province of Ontario responded to the pandemic with legislative amendments, controls, orders, and directives (collectively, the "Governmental Response"). You acknowledge that the Governmental Response is an Emergency and that during Emergency, Brock may at its sole and unfettered discretion stop or limit access to its premises or impose any other restrictions relating to the provision of residence accommodation or the terms of this agreement deemed necessary by Brock in its absolute discretion.
- 8.2. **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.

- 8.3. Waiver:** Waiver of these procedures by the University in certain circumstances shall not be deemed to be a waiver of these procedures generally.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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/>
- 8.7. Assignment:** This Agreement cannot be assigned without the prior written consent of the University.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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

- 8.12. 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.
- 8.13. 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.