

**THIS AGREEMENT** made in duplicate on \_\_\_\_/\_\_\_\_/\_\_\_\_ between **BRANDON UNIVERSITY**, Party of the First Part, (herein referred to as "the University"), and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, Party of the Second Part, (herein referred to as "the Student"). Officer of Brandon University: \_\_\_\_\_

—Residence Agreement—

*The residence agreement contains important legal terms and conditions about your rights and responsibilities while living in residence. Please read them carefully.*

In Consideration of the fees to be paid and the covenants herein on the part of the Student, the University hereby grants to the Student, on the terms hereof, the following license:

- i.) The University will grant to the Student accommodation in the University Residence Halls, (herein called "the licensed premises") for the contract period specified on the Student's "Room Assignment Form".
  - ii.) The student agrees to familiarize him/herself with all regulations which the University's governing bodies have enacted or may enact. Agreement to live under these rules and regulations is a condition of occupancy in the complex. Students are referred to the information contained in the Brandon University web pages, specifically the Student Non-Academic Misconduct Policy. Residents are also directed to the on-line Residence Handbook and are requested to familiarize themselves with the Chapter entitled "Standards and Regulations".
  - iii.) When accessing the Brandon University Residence internet connection, the user is agreeing to the terms and conditions of the Brandon University Computer Acceptable Use Policy ([www.brandonu.ca/helpdesk/wireless-network/](http://www.brandonu.ca/helpdesk/wireless-network/)).
  - iv.) Any written notice or other notice provided for in this license shall be effectively given by the University to the Student at the licensed premises and every such notice shall be deemed to have been given upon the day it was delivered.
  - v.) The waiver of acquiescence by the University of, or in any breach by the Student of, any covenant or condition herein shall not be deemed to be a waiver of such covenant or condition or any subsequent or other breach of any covenant or condition of this license.
1. **Student Status:** The Student agrees that a condition precedent of this agreement shall be that they/themselves are enrolled on a full-time basis as defined by the University Calendar in courses of instruction at the University or at Assiniboine Community College in the City of Brandon; and if at any time their university or vocational instruction on a full time basis should terminate, their license shall be terminated forthwith. The Student agrees to allow the University access to their registration record for the purpose of verifying student status.
  2. **Code of Conduct/Disciplinary Measures:** Residents are required to comply with all federal and provincial laws and statutes. Failure to do so will result in the University contacting the appropriate law enforcement authority. Brandon University has no tolerance for behaviours that threaten the safety and wellbeing of residents. The Student and guest(s) must respect and observe the rights and responsibilities set out in the Residence Handbook. Violations of these rights and responsibilities have consequences which go through our incident management process, as outlined in the Residence Handbook. The Student must be familiar with the incident management process and understand that the outcomes of incidents that occur are at the discretion of the University. The Student further covenants and agrees to adhere to all rules of the University as approved and as from time to time amended by the governing body of the University, and, further, covenants and agrees to abide by and to submit to the disciplinary and fining power of the University, or its agents, as outlined in the most recently revised Residence Handbook. It is the responsibility of the student to ensure that neither he nor she nor they/themselves guests or invitees creates a nuisance or disturbance affecting other licensed areas in the residence.
  3. **Fees:** The Student covenants and agrees to pay to the University, per term in advance, without deduction, set-off, or abatement, except as herein expressly provided, in lawful money of Canada, the sum of money for meals and fee for the licensed premises per term that will be assigned according to the schedule, copies of which are available in the Ancillary Services Office. The Student understands that if fee payments are not made by due dates the Student will be cautioned to take note of their contractual agreement, and may be asked to leave the residence in accordance with that agreement. When payment of due fees is not made prior to leaving residence the overdue account is transferred for collection.
  4. **Mandatory Meal Plan:** The Student realizes that residence eligibility includes participation in the mandatory residence board (food) program. Board program money can only be used for the purchase of food at Food Services food outlets during the scheduled hours of operation. Students whose diet limits food choices are responsible to ensure sufficient menu choices are available for them prior to signing this contract and committing to the residence and the board program. Refunds for unused money are available in the Premium Plan, refunded to the level of the Value Plan. In the weeks prior to the end of each term the Dining Room hours of operation will be shortened to maximize operational efficiencies. The Board Program will extend only until that time when most faculties have concluded final examinations. Food Services does not operate during the Winter Break and a meal plan is not provided for students during this time.
  5. **Withdraw from Contract:** The Student, regardless of when they wish to withdraw from residence contract, must submit a Notice of Withdrawal Form to the Ancillary Office to indicate when and why they request to withdraw from residence. In all cases, Students vacating residence prior to the end of their contract must leave residence by the end of the examination period of the current term.

**(a) Withdrawal in the Fall and Winter Sessions**

i. A Student may withdraw from residence without withdrawing from Brandon University, Assiniboine Community College, or any affiliated academic institutions, but in such cases agrees to remain financially responsible for the remainder of their room and board fees stated on their Room Assignment Form, as well as an additional \$500 administrative fee. However, Winter Term room and board fees are waived if the Student withdraws from their contract on or before December 1<sup>st</sup>.

ii. A Student may withdraw from residence if they are no longer a registered as a full-time student at Brandon University, Assiniboine Community College, or any affiliated academic institutions. If the Student provides valid documentation that proves they are no longer a full-time student, the Student is only subject to the \$500 administrative fee. If the Student does not provide valid documentation, the Student will remain financially responsible for the remainder of their room and board fees.

iii. A Student arriving three weeks (3) or less after the beginning of their contract will not receive an adjustment of their contract period or a room and board rebate for the unused room and board charges. Students vacating residence six (6) weeks or less before the end of their contract will not receive a refund or rebate for the unused room and board charges, with the exception of authorized practicum students.

**6. Termination by the University:** Termination of the housing contract can be done by the University when either:

**(a)** Disciplinary action for evictable offences, including but not limited to actions contrary to federal and provincial law, possession of materials which endanger student health or safety, violence or threatening behaviour, major disturbances or repeated minor disturbances, behaviour which adversely affects the rights of others to progress academically and socially.

**(b)** The student's university or vocational instruction on a full-time basis should terminate.

**(c)** When a student is unable to fulfill significant payment obligations to the housing office.

**(d)** In the event of a community wide emergency, the University reserves the right to terminate this contract and provide the student no more than 7 days from the date of termination to vacate their residence room. Any applicable refunds from the date of student check-out to the date of the last day of the contract would be given to the student. If the student is unable to find off campus housing within the given deadline, the University may provide housing until the student can obtain off campus housing. If the student requires on campus housing beyond the last day of this contract, additional fees will apply.

The student agrees that, when in all cases that the housing contract is terminated by the University, an immediate refund of unused housing and board fees is not guaranteed.

**7. Default:** In addition to the rights of the University hereunder, if the Student shall be in default in the performance of any covenant on their part herein contained, the University may terminate the license effective the fifth (5th) day following the date on which Notice of Terminate was given to the Student by the University. In such cases, the Student will be assessed the penalty described in **section 5 clause (a)**.

**8. Obligation to Vacate upon Termination:** Unless otherwise stated by the University, Students must vacate the licensed premise at the end of each examination period. Students are permitted to leave their belongings in their rooms during the Winter Break but all Students must vacate their rooms at the end of the examination period. It is essential that maximum quiet be maintained and any student interfering with other student's sleep or study will be subject to severe disciplinary action, including eviction. Students must make arrangements with the University well in advance if they wish to reside in the licensed premises over the Winter Break.

The Student further covenants and agrees that, in addition to any other remedies of the University, if the Student vacates the licensed premises without giving proper notice, or without following proper check-out procedures; he or she shall be responsible for room and board charges until such time as the required notice is given and a proper check-out taken place. Further, the Student agrees that any such billing will be in addition to any penalty assessed hereunder.

If there is a need for an extension of stay, the Student is responsible to make arrangements well in advance with the University and further agrees to pay the additional charges.

If the Student continues to exercise the license hereby granted after the expiration of the term without objection by the University and without written agreement otherwise provided, he or she will be deemed to be a licensee from month to month, and subject to the provisions of this license insofar as the same are applicable, but it shall be lawful for the University to cancel and terminate the license hereby granted by delivery to the Student notice to that effect; and upon delivery of such notice this license shall cease without prejudice to any rights of the University under this license accrued before such cancellation.

**9. No Assignment:** The Student further covenants and agrees with the University that he or she will not assign this license nor sub-license any part of the licensed area to any other person to occupy nor will the student permit any other person to occupy any part of the licensed premises; understanding and agreeing that the University, at its own discretion, may allow any other person to occupy the licensed premises as a licensee-in-common with the student. Students are not permitted to let other persons use their rooms during absences from campus.

**10. Room Change/Assignment:** The University reserves the right to reassign individuals to different rooms or a different hall at any time. A person occupying a double room, whose roommate vacates, can in most circumstances expect to be assigned a new selected roommate in order to maintain maximum double occupancy. Any person occupying a double room who refuses a selected roommate is subject to pay twice the normal double room rent. The Student may request a room change but it is conditional on availability and is at the sole discretion of the University. If granted a room change, an administrative fee will apply and additional fees associated with the room change may apply.

**11. Condition of Licensed Premises:** The student is to be responsible for and ensure the ordinary cleanliness of the licensed premises. The Student further agrees to take proper care of the licensed premises and its state of repair and to be responsible for and assume the costs of repairs for any damage caused by the negligent or willful misconduct of the Student or any person invited or allowed on the licensed premises by the Student, at a minimum of \$50.00.

Students are required to complete a room clearance sheet, listing the condition of the room, its equipment and furnishings within one week of

arrival. These forms are available from the Residence Assistants and should be returned to them.

The Student further agrees to not use nails, screws, or pins, as well as decals, transfer pictures, or other sticky materials on the walls.

**12. Technical/Maintenance Issues and Damages:** Penalties, financial or other, may apply if the Student does not inform the University as soon as they notice damage to the building's plumbing, electrical, heating or ventilation systems. The Student agrees to also notify the University if there is a hazardous spill, water or gas leak, electrical problem, the presence of insects or parasites or any other occurrence that may negatively affect the environment or cause harm or damage to residents or the residence building. Should problems occur following work performed in your room/unit, the Student must inform the University within a 48-hour period following this completed work.

Except for normal wear and tear, the Student understands that they are financially responsible (when the Student or guest(s) are at fault) for the loss, damage or repair of any contents in the licenced premises and the damage or repair of the licenced premises or the common areas of the unit/residence, including lounge areas and communal washrooms).

In case of loss, damage, or frequent contamination to the common areas of the residence, residents who have witnessed the incident or who know the names of the persons responsible for the damage must inform the University in a timely manner. Residents witnessing incidents must cooperate during investigations. If the cause of such loss or damage cannot be attributed to specific residents, the cost of replacement or will be shared among the residents of the floor or unit. If the cause of frequent contamination cannot be attributed to specific residents, an administrative fee of at minimum \$25.00 will be charged to each resident of the floor or unit.

**13. Furniture, Appliances, Equipment of Licensed Premises:** The Student understands that tampering with or misuse of fire alarm systems and fire safety equipment is an offense under the Criminal Code of Canada, and as such, offenders will be prosecuted.

Each resident is supplied with a desk, bookshelf, dresser, night-table, bed, mattress, and chair. Blankets, bed linen and pillowcases are available upon request. Furniture is NOT to be removed from the room without written permission from the University. Furniture not in the room at the end of the resident's occupancy will be deemed missing, and the replacement value of that furniture will be charged to the account of the resident.

Due to fire and health restrictions some items, such as upholstered furniture and mattresses, are restricted from the licensed premises and therefore the Student may not bring such items without permission from the University.

Permitted appliances in the licensed premises are as follows:

- CSA Approved Microwave
- CSA Approved Toaster
- CSA Approved Kettle
- CSA Approved Keurig style coffee pot
- CSA Approved Mini fridge (max. 4.0 Cubic Feet)
- CSA Approved Fan
- Television

The Student further agrees that any furniture or appliance not permitted in residence found in the licensed premises will be confiscated by the University until the end of the housing contract. It is understood that cooking in the licensed premises with prohibited appliances is strictly forbidden and will result in disciplinary action at the discretion of the University.

**14. Personal Belongings:** It is further understood and agreed that the University, by granting of this license, neither accepts nor assumes any responsibility for the personal belongings of the student, nor accepts nor assumes any responsibility for storage or shipping of personal articles left in the licensed premises or associated areas after the student withdraws or terminates this license. It is expected that the Student will, either through their parent's insurer, or a separate tenant insurance product, be insured against personal injury, property damage, and all forms of harm they or their actions may cause to other residents.

**15. Right of Entry:** It is further agreed that that the University and all persons authorized by it shall have the right from time to time to enter the licensee's area for any purpose, and such entry shall be deemed not to be an interference with the Student's privileges hereby granted. While the University will make reasonable effort to give at minimum 24 hours' notice before they enter the licensed premises, the Student agrees that this notice is not guaranteed. Specific notice under this right of entry is hereby given that all licensed areas will be inspected monthly, including during the Winter break, in each year. The Student agrees to respond immediately to requests from the University to meet to discuss problems, concerns, issues, or complaints.

**16. Flame/Combustion and Smoking Policy:** The student agrees and understands that the licensed premises of the University are flame-free and combustion-free, and therefore candles and incense are not permitted in residence. There is no smoking of any kind, including cannabis, in any of the three Brandon University residence buildings and there are no designated smoking areas in Residence. Residents are directed to the Residence Handbook and are requested to familiarize themselves with the smoking policy.

**17. Guest Policy:** The Student understands that only one overnight guest is permitted at any point in time. Students must have their overnight guests signed in with the University and designated security/staff. The Student agrees and understands that over a one month period, an overnight guest may stay in residence either a maximum of 3 consecutive nights or a maximum of 7 non-consecutive nights. Any guest who stays in the licensed premises for longer is considered to be cohabiting and is in direct violation of the guest policy. Students with a roommate may not have an overnight guest unless they have received the permission of their roommate. Guests under the age of eighteen (18) years old are not permitted in the Residence unless they are a relative: and then they must be registered with the Residence Hall Programs Office. The University reserves the right to change the guest policy at any time.

**18. Accessibility Requests:** If the Student has accessibility needs arising from a disability or medical condition, the Student must contact Student Accessibility Services in a timely manner to discuss the Student's needs and accommodations. The Student understands that making a request does not necessarily mean that the Student may be able to stay in residence if their needs exceed the resources available within the residence

community or affect the health, safety and/or well-being of themselves or other residents. Due notice, at minimum 30 days, must be given to the University before any accommodation can take place.

**19. Animals in Residence:** Animals are not permitted in residence with the exception of service animals and non-dangerous fish in tanks no larger than 88 L. Damage costs related to a service animal will be charged to the resident(s) at fault. Due to the communal nature of residences, before bringing a service animal into residence, the Student must meet with Student Accessibility Services as per University Service Animal Policy and Procedure (<https://www.brandonu.ca/ama/buaccessibilitypolicies/>). Failure to do so may result in additional costs to the Student including but not limited to intervention costs or costs related to relocating another resident impacted by the animal. The Student is responsible for the service animal's behaviour, cleanliness, grooming, health, and disposal of all waste. The service animal must be in the care and control of the Student at all times. The University reserves the right to relocate the Student to ensure the health and safety of all residents.

**20. Release of Information:** Brandon University Student Services and Residence provide a variety of services to students and must comply with all legislative acts and regulations governing the protection and use of sensitive and health-related information as they provide those services. This includes the Freedom of Information and Protection of Privacy Act (FIPPA) and the Personal Health Information Act (PHIA). Within Brandon University, information may be disclosed to persons who, by virtue of their responsibilities, have an identified need to know (e.g. Dean of Students, members of Student Services, Residence Manager, Ancillary Services Manager, Senior Administration, Student of Concern Committee, Sexual Violence Prevention and Education Coordinator, Faculty, and/or Staff). Brandon University does not disclose information received in confidence to parties or agencies outside of the University without expressed consent of the student.

The following exemptions apply and information can be disclosed under the following circumstances:

- In the case of imminent danger to the student or to others
- When required or permitted by law

The Student may sign a "Release of Information" form to authorize the University to release information to an individual or organization.

**I have read this agreement and understand the terms and conditions and in witness whereof, I have hereunto set my hand and seal, on**

\_\_\_\_\_

date

student signature

It is understood and agreed that if the Student is under the age of eighteen years, that the parent or guardian hereby covenants and agrees to be liable and responsible for the Student's performing all the covenants and agreements herein contained.

**Parent or Guardian:** \_\_\_\_\_