



VICTORIA UNIVERSITY in the University of Toronto

RESIDENCE AGREEMENT: 2019-2020 Fall-Winter Academic Period

NOTE: This Residence Agreement contains provisions which create obligations for you and impose financial and other responsibilities should you fail to meet your commitment. Please read this Agreement carefully before signing.

This Agreement is made this _____ day of _____ year 2019

BETWEEN: Victoria University, (hereinafter called the "UNIVERSITY") and

_____ (hereinafter called the "STUDENT").
(STUDENT'S NAME – PLEASE PRINT CLEARLY)

_____ **(9 or 10 DIGIT STUDENT NUMBER – PLEASE PRINT CLEARLY)**

The parties agree as follows:

PREMISES: Terms of Occupancy

The terms of occupancy are based on the dates in the Arts and Science Calendar.

Please look carefully at the dates outlined below and compare them with those that apply to your academic period. In some cases, arrangements can be made for early arrival and/or for delayed departure at a cost of \$43.50 per day, (this cost does not include meals). It will not always be possible to accommodate students who request early arrival in their assigned space. Students who request to extend their residence period for more than a few days may be relocated within the residence buildings to permit the University to optimize vacancies.

1. The University agrees that the Student may use and occupy the premises, as specified on the Residence Confirmation Form (hereinafter referred to as the "premises"), and to provide meals, (as selected from the available board plan options for which the student is eligible), to the Student for the period outlined in this contract.

*"premises" includes both the individual room and all areas of common use.

First-year students are entitled to occupy their rooms as of 9:00 AM on Sunday, September 1, 2019. Returning students are entitled to occupy their rooms as of noon (12:00 PM) on Monday, September 2, 2019.

Students who do not occupy their room or notify the Dean's Office at vic.dean@utoronto.ca of their late arrival by noon (12:00 PM) on September 6, 2019 will give up their right to occupancy, and the room will be given to another student. The residences are closed at term-end from 10:00 AM on December 21, 2019 to noon (12:00 PM) on January 5, 2020; all students are required to vacate their rooms for the duration of this period and no meal service is provided during this period. Students who operate outside of the Arts & Science Calendar will have to make arrangements with the Residence Coordinator for early check-in or late check-out.

Victoria University serves 19 meals a week: three meals are served on weekdays; brunch and dinner are served on weekends, holidays, and during Reading Week (February 17-21, 2020.). Regular meal service begins at dinner on September 2, 2019. The last meal in December is dinner on December 20, 2019, and the first meal back after the winter break is dinner on January 5, 2020. No meal service is provided during the winter break. The last meal in the second term is dinner on April 25, 2020. The last day of residence is April 26, 2020 at 10:00 am.

FEES

2. The Student agrees to pay to the University the Residence/M meal plan Fees as outlined in the 2019-2020 Fall-Winter Academic Period Residence Fees brochure as applicable to the area of residence and the meal option chosen. Accounts are payable in full by October 15, 2019, or in monthly instalments, the initial instalment of at least half of the residence charge (exclusive of any residence deposit) to be paid by August 15, 2019 with the remaining balance to be paid off in monthly instalments and the account cleared by April 1, 2020. **If not paid in full by October 15, 2019, any outstanding account balance is subject to a monthly service charge of 1.5% per month compounded (19.56% per annum). For charges associated with the 2019-2020 Fall/Winter session, the service charge is first assessed as of October 1 and as of the 15 of every month thereafter until paid in full, including the accounts of students paying in instalments.**

Failure to pay residence/meal plan fees and charges may result in the denial of University privileges including access to transcripts and records of attendance and the opportunity to re-register. The Student must pay all

outstanding fees for 2018-2019 before submitting a residence application and deposit for Fall-Winter 2019-2020.

STATUS AND TERMINATION

3. The Student acknowledges and agrees that they are entitled to occupy the premises only so long as they are enrolled as a full-time student in good standing at the University of Toronto. In the event that the Student withdraws from the University, the student will vacate the premises within twenty-four (24) hours of the date upon which the student ceased to hold full-time student status, unless alternate arrangements are approved in writing by the Dean of Students. The conditions outlined in this clause do not obviate the Student's responsibilities under clause 7.

In the circumstance where the Student breaches any of the provisions, rules or regulations contained in, or incorporated as part of this Agreement, the University reserves the right to terminate the Agreement **immediately** upon written notice to the Student.

All residents must maintain a minimum GPA of **2.00** on a full-course load (**3.0 credits or more**) to remain in residence.

CONDUCT

4. No Student is permitted to interfere with the right of any other student to the peaceful enjoyment of their room and common privileges or to endanger the safety and security of any individual through such activities as may be harmful. Every individual is equal in dignity and worth and shall be provided equal rights and opportunities without discrimination or harassment. While recognizing the importance of free inquiry and open discussion of all issues, Victoria University's commitment to developing, maintaining and safeguarding a residence atmosphere free from discriminatory harassment means that words, symbols and/or actions, which make the educational and social environment at Victoria University hostile or insulting or threatening or unwelcoming for a person because of race, gender, religion, colour, creed, disability, sexual orientation, marital status, family status, national origin, ancestry or age, will not be tolerated.

The University accepts its responsibility to promote actively, through educational experiences, the values of tolerance and diversity essential to the free exchange of ideas and a productive learning environment. Further, the University will pursue remedies and apply sanctions as necessary in response to violations of this rule concerning discriminatory harassment.

Any assaultive or violent conduct, physical threats, or intimidation, any deliberate destruction or removal of University property such as vandalism or theft, can result in eviction from residence.

STUDENT AGREEMENTS

5. The Student contracts with the University that they:

- (a) will observe and abide by residence rules and regulations and all such variations, modifications and additions to such rules and regulations as the University may make from time to time whether before or after the date of this Agreement. The Student agrees that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein. The Student further agrees that family, guests and visitors will duly observe all such rules and regulations;
- (b) will pay all residence/meal plan fees promptly when due;

- (c) will not use the premises or permit them to be used otherwise than as residential accommodation;
- (d) will not permit the premises to be occupied by any person or persons other than those registered as occupant with the Office of the Dean of Students or as otherwise authorized by the University; nor will student sublet the premises or any part thereof;
- (e) will accept, in cases of roommate/suitemate withdrawal or incompatibility, the University's prerogative/responsibility to assign a new roommate/suitemate, or to assign the remaining roommate/suitemate to another space to maximize occupancy;
- (f) will be responsible for the ordinary cleanliness of the premises including areas of common use;
- (g) will not keep or allow in or upon the premises any bird, fish, amphibian or animal of any kind without the permission of the University;
- (h) will not make any alterations or additions, or change in any way the premises without the written consent of the University;
- (i) will not remove any furniture or furnishings from the premises or common areas of the residence, including outdoors; [No storage is available in the building beyond that provided in the individual units.]
- (j) will notify the University immediately of any damage to the premises during the period of the Agreement;
- (k) will allow the University, its employees, Physical Plant staff and agents at all reasonable times to enter and view the state of repair of the premises and to undertake such repairs, alterations, or maintenance as the University may deem advisable, or as the University may be required to make by law. Except in the case of an emergency, such entry shall be made during daylight hours and, where possible, reasonable notice of the approximate time of entry will be given by the University. The Student agrees that the University will inspect the premises, at minimum, once in the course of each term and during the holiday break;
- (l) will conduct themselves, and require other persons on the premises with the students consent to conduct themselves in a manner that will not cause a disturbance or nuisance or interfere with the occupancy or peaceful enjoyment of the building by other students, residents or permitted guests. The Student will be responsible for damage caused by the wilful or negligent act of the Student or of any person whom the student permits on the premises. The Student will assume collective responsibility for damages which may occur to common areas within the House/Floor in which they resides if such damage cannot be assessed to specific individuals;
- (m) will leave the premises at the end of the Agreement in the same condition as when the student took possession, reasonable wear and tear excepted;
- (n) will not permit to be possessed, stored, or in any other way held or used on the premises any weapon, firearm, or any burning fluid, chemical oils, gunpowder, firecracker, or any other explosive, flammable, dangerous, offensive or illegal substance or thing except those things of normal use and fire tested;
- (o) **"Will not smoke or burn incense, other odour causing material, or any candles in any area within residence, including individual student rooms".**
- Note: "Smoking is not permitted in any area of any residence or campus building (this includes suites and individual student rooms). Victoria University and the University of Toronto is a smoke free campus.
- (p) will accept the jurisdiction of the Dean of Students and that of properly established residence and University governing and disciplinary bodies. The Student agrees to abide by applicable University policy such as *The University of Toronto Code of Student Conduct, Victoria University Alcohol Policy and Procedures, The Residence Handbook*, and to comply with the directives of University staff, such as the Dean, Associate Dean, Assistant Dean, Residence Life Coordinator, Campus Life Coordinator, Dons, and Night Watch Security, when issued in the performance of their duties;
- (q) will comply with fire safety policy and procedures including participation in fire alarm drills operated by the University;
- (r) will comply with the Victoria Residence Internet Access Agreement;
- (s) will comply with all by-laws of the City of Toronto and other lawful authorities affecting the premises or occupancy thereof, including all Provincial liquor laws, and Federal laws prohibiting the possession, or use, or sale of illegal drugs. The University cautions and warns all residents that violation of drug law anywhere on university property (by both residents and their guests) can result in student eviction from residence without further warning and other legal action;
- (t) will allow the University to contact the Student's parents, next of kin, or emergency contact as stated on the residence application form, in case of emergency;
- (u) will indemnify the University from all liabilities for which the University will or may become liable by reason of any breach, by the Student, of any term or provision of this Agreement, or by reason of a death or injury or damage resulting from or suffered by any person or any property by reason of the act, neglect or default of the Student or their family or guests.

INJURY, THEFT AND DAMAGE TO PREMISES

6. The University will not be liable for loss, or damage to, or theft of personal belongings in or about the premises or the residence building. Students are advised to carry adequate personal insurance to cover loss or damage to their belongings. Nor will the University be responsible for any injury, damage or loss caused to the Student, their guests or invitees while in or about the residence building or the University campus.

RESIDENCE WITHDRAWAL POLICY

7. Students considering living in residence should make themselves aware of the following Victoria University Residence Withdrawal Policy. Applications are accepted and accommodation assigned on the understanding that the student is making a financial commitment for the full residence session.

THERE ARE SERIOUS FINANCIAL RESPONSIBILITIES ENTAILED IN WITHDRAWING FROM RESIDENCE BEFORE THE END OF THE 2019-2020 FALL-WINTER ACADEMIC SESSION.

Since residence and meal plan fees are set for the entire academic year, from September 1, 2019 to April 25, 2020 rather than by the week or month, students are accepted to residence on the understanding that they will remain in residence for the full academic session. Before moving into residence, please understand that you are contracting for a specific long-term period, and that operation of the residence and dining hall depends on a stable resident census.

Students who leave residence during session will be held financially responsible as follows:

Residents who withdraw prior to September 1, 2019 will forfeit their \$600.00 residence deposit and \$25.00 residence application fee.

Residents who withdraw on or after September 1, 2019 will be charged room and board from September 1, 2019 to the day of withdrawal, all incidental fees, and a withdrawal penalty calculated as follows: (1) \$1500 for withdrawals from September 1, 2019 until November 30, 2019; (2) After November 30, 2019 responsible for fees in their entirety.

CONDONATION OF BREACH NOT A WAIVER

8. Any excusing, condoning, or overlooking by the University of any default, breach or non-observance by a Student, of any condition or regulation of this Agreement will not operate as a waiver of the University's rights under this Agreement in respect of subsequent defaults, breaches or non-observances of terms of this Agreement.

HEADINGS

9. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

Signing for Victoria University

Date

PLEASE READ CAREFULLY AND SIGN:

I acknowledge that I have been given the opportunity to read this Agreement and that I may make a copy for my personal record. I understand and agree that the Agreement affects my rights and obligations as a resident of Victoria University in the University of Toronto and I agree to be bound by all the terms, conditions rules and regulations stated or incorporated by reference herein.

X _____

Student

X _____

Parent/Guardian (where Student is under 18 years of age)

Date _____

Please return this signed document.