

UNIVERSITY OF SASKATCHEWAN RESIDENCE AGREEMENT

Per: 
Chair, Board of Governors

Per: 
Secretary, Board of Governors

This AGREEMENT is made BETWEEN:
THE UNIVERSITY OF SASKATCHEWAN, Saskatoon, SK

AND

Student Name:
Student ID Number:

By signing this Residence Agreement, the Resident acknowledges reading this entire document and agrees to comply with all of the terms and conditions outlined in this Residence Agreement. The Resident acknowledges that failure to observe any terms and conditions of this Residence Agreement, and any terms and conditions incorporated herein by reference, including the failure to pay rent, may lead to termination by the University of Saskatchewan.

The terms and conditions outlined in this Residence Agreement were accepted on the following date and time:

THE UNIVERSITY OF SASKATCHEWAN AND THE RESIDENT AGREE AS FOLLOWS:

1. PREMISES

The University of Saskatchewan, subject to the conditions hereinafter contained, does hereby grant to the Resident and the Resident accepts from the University of Saskatchewan license to occupy the premises set out in the letter provided to the Resident by the University of Saskatchewan titled Confirmation Letter (the "Confirmation Letter") and the "Common Areas" associated with such premises at the University of Saskatchewan, Saskatoon, Saskatchewan (the "Premises"). The term "Premises" includes all furnishings, appliances, fixtures and facilities, if any, now or hereafter placed in or upon the said building by the University of Saskatchewan. The University of Saskatchewan hereby grants to the Resident the right to use, in common with other Residents of the building in which the Premises are located (the "Building"), the interior portion of the Building, together with all exterior balconies, yard area and walkways designated by the University of Saskatchewan from time to time as common areas for the common or joint use and benefit of the Residents of said buildings, but excluding any portions of the Building leased, licensed or otherwise designated for the exclusive use of another person or persons.

2. TERM

Unless otherwise expressly agreed to in writing by the University of Saskatchewan, the term of this Residence Agreement shall coincide with an eight (8), twelve (12) month or Spring/Summer term, as follows:

- a. Where the Confirmation Letter states that this Residence Agreement is for an eight (8) month or (12) month academic year (as indicated by the term start and end dates outlined in the Confirmation Letter), the term shall begin on the date the Resident moves into the Premises, which will be no earlier than the scheduled move-in date set out in the Confirmation Letter, and shall end 24 hours after the Resident's last winter term exam or 12:00pm noon on the term end date indicated in the Confirmation Letter, whichever comes first (hereinafter the "Term").
- b. If a Resident continues to live in Residence but fails to accept the new term and/or fails to sign a new Residence Agreement, the Resident will continue to be held accountable to the University of Saskatchewan based on the current Residence Agreement until the new term has been accepted.

3. ACCOMMODATION

a. Room Assignment

The assignment of the Premises set out in the Confirmation Letter is carried out in accordance with the University of Saskatchewan's current housing assignment policy as administered by its Residence Services Office. The University of Saskatchewan reserves the right to transfer or move Residents when deemed necessary. Failure to arrive by the specified move-in date, without informing the Residence Services Office of the delay, will result in the termination of this Residence Agreement and the loss of the Resident's reservation of the Premises.

b. Room Offer Acceptance Fee

Upon assignment of the Premises, the Resident must pay the required Room Offer Acceptance Fee (ROAF) and contract fees as set out in the Letter of Offer in order to reserve the Premises. Failure to pay the required fees by the date specified in the Letter of Offer will result in a loss of the Premises assignment and the forfeiture of the unit reservation and application fee. If the Resident has paid the required Room Offer Acceptance Fee (ROAF), but fails to pay the term rental fees, then the entire Room Offer Acceptance Fee (ROAF) will also be forfeited.

c. Rates

If there is a discrepancy between any rate in the Confirmation Letter and the posted rates on the University of Saskatchewan Residence Services website (the "Residence Services Website"), the information on the Website will prevail.

d. Unit Transfers

Unit transfers at the request of the Resident during the academic year will only occur if deemed necessary and the decision is left solely at the discretion of the University of Saskatchewan Residence Services Department. All transfers will be subject to additional charges as outlined on the Residence Services Website.

e. Multiple Occupancy (where applicable)

If an occupant of a multiple-occupancy room vacates prior to the end of the Term, Residence Services will conduct an inspection of the vacated occupant's share of the room within 5 business days of the occupant's vacate date. Residence Services will give the Resident(s) 24 hours written Notice of Entry prior to the inspection and prior to a new occupant moving in. The University of Saskatchewan may assign the empty space at any time and reserves the right to transfer or move the Resident in accordance with paragraph 3a. above to another multiple-occupancy room.

f. Move Out

The Resident must move out of the Premises by no later than the end date and time of the Term identified in Clause 2 above.

4. LIABILITY FOR RENT AND OUTSTANDING ACCOUNTS

Any and all monies, payable by the Resident to the University of Saskatchewan Residence Services Office pursuant to this Residence Agreement, shall constitute rent and shall be collectable by the University of Saskatchewan from the Resident as rent, including without limitation, the rent, room rates, associated fees, Residence fees, any additional phone, cable and internet charges beyond the basic services provided by the

University of Saskatchewan, interest, repair, cleaning and garbage removal charges, furniture replacement costs, late vacate charges, key/lock change charges, lockout fees, key card replacement fees, legal costs, insufficient fund charges and late payment penalties (hereinafter collectively referred to as "Rent"). The particulars of these fees are posted on the Residence Services Website. The Resident shall pay to the University of Saskatchewan interest at a rate equal to one and a half (1.5) percent per month (18% per annum) on all arrears of rent or other amounts payable by the Resident to the University of Saskatchewan pursuant to the terms hereof from the date of default.

5. PAYMENTS

Rent shall be paid by Visa, MasterCard, American Express, Interac/debit (including Visa and MasterCard debit), cash or cheque payments as specified in the Confirmation Letter. The Resident will pay the Rent to the University of Saskatchewan on or before the date specified in the Confirmation Letter. Outstanding Rent owing, without a previously agreed payment plan, is a breach of this Residence Agreement and may result in eviction.

6. APPLICATION FEE

As at the commencement of the Term, the Resident shall be deemed to pay the University of Saskatchewan a non-refundable application fee in the sum of Seventy Five Dollars (\$75.00) (for cancellation policies on application fees, visit the Residence Services Website). Any costs associated with cleaning the Premises or repairing damage which occurred to the Premises or Common Areas during the term of this Residence Agreement, and/or toward payment of financial arrears will be charged to the resident's account and a Student Account Hold (preventing the release of grades and future registration of classes) will be placed, until which time the balance of the Residence Services Account is paid in full. Financial arrears shall include all amounts in arrears which are payable hereunder to the University of Saskatchewan as, but not limited to Rent, any fees or charges incurred during the residency, or meal plan.

7. UTILITY CHARGES

The University of Saskatchewan will be responsible to pay all utilities (unit and common area water, power, heat charges, laundry, basic internet and building common area cable charges) and all property taxes relating to the Premises. The Resident shall be responsible for any charges relating to any additional service packages provided for telephone, in unit cable television and/or upgraded internet access beyond the basic services provided by the University of Saskatchewan, or other such services for the Premises, unless specified otherwise in the Confirmation Letter.

8. ADDITIONAL COVENANTS

The Resident will:

- a. use the Premises for residential purposes only and ensure that no animals, firearms, flammable substances or hazardous materials (including but not limited to, the use of candles and incense) are allowed in or on the Premises, Common Areas or the property of which the Premises forms a part;
- b. except as expressly permitted in writing by the University of Saskatchewan, restrict the use of the Premises to the Resident, except for the occasional visitor, being a person who occupies the Premises for a period not exceeding more than three (3) consecutive days within one month up to a maximum of ten (10) days in any four (4) month period. Except as expressly permitted in writing by the University of Saskatchewan, it is expressly understood that no family members, relatives, friends or persons of the Resident may reside in the Premises. It is the responsibility of the Resident to ensure that any and all visitors to the Premises, including any common areas of the building in which the premises are located, comply with all of the Resident's obligations set out in this paragraph and that all roommates of the unit are consulted prior to any invitation of a guest's stay in accordance with the guidelines outlined in the below-referenced University of Saskatchewan's Residence Handbook.

- c. where a resident has been granted express permission by the University of Saskatchewan, pursuant to this Section 8.b., to reside in the Premises with a person to whom the Resident is married to, or in a marriage-like relationship with, and such Resident and the person to whom they are married to, or in a marriage-like relationship with, separate, divorce, or otherwise end their marriage or marriage-like relationship, the Resident shall be entitled to continue occupying the Premises in accordance with the license granted pursuant to Section 1 of this Residence Agreement and the person to whom they are married to, or in a marriage-like relationship with, shall vacate the Premises within 30 calendar days of the earliest of the date of divorce, separation, or end of the marriage or marriage-like relationship;
- d. students in family housing (Souris Hall) are responsible for the actions of their children or other live-in family members, just as they are responsible for the actions of their guests. As such, unresolved behaviours disruptive to the Residence community (including bullying, exclusion, unwillingness to act safely, etc.), as determined on a balance of probabilities, will lead to a response by the Residence Department. Potential consequences up to, or including, eviction will be determined by the Department on a case-by-case basis;
- e. keep the Premises and the Common Areas in a neat and tidy condition and in good repair (including compliance with all fire, health and insurance requirements), reasonable wear and tear excepted, and maintain adequate tenant insurance coverage on all personal property and property of the Resident located in or about the Premises and adequate general liability insurance coverage;
- f. surrender the Premises in a clean, orderly and habitable state, reasonable wear and tear excepted, and pay any late vacate charges, insufficient fund charges and/or late payment penalties, as published and amended from time to time on the Residence Services Website;
- g. comply with all federal, provincial, and municipal legislation and refrain from any act and not permit others to commit any act which may or could constitute a nuisance or a disturbance to neighbours or other Residents or cause damage to adjoining premises, the Premises, the Common Areas, or any portion of the property of which the Premises forms a part;
- h. give the University of Saskatchewan Residence Services Office prompt written notice (within 24 hours) of any breakage, damage or pest infestation in or to the Premises, the Common Areas, any adjoining premises or the property of which the Premises forms a part, including but not limited to, any breakage or defect in water pipes, fire alarm systems, gas pipes, heating or air conditioning equipment, appliances, or fixtures;
- i. obey and observe the Community Standards and the Residence Handbook as further defined below;
- j. not, in any significant manner, interfere with the rights of either the University of Saskatchewan or other Residents in the Premises, any adjoining premises or the property of which the Premises forms a part;
- k. not perform illegal acts or carry on an illegal trade, business or occupation in the Premises;
- l. not endanger persons or damage property in the Premises, any adjoining premises or the property of which the Premises forms a part;
- m. not do or permit damage to the Premises at the expiration or termination of the residency; and
- n. not physically or verbally assault the staff of the University of Saskatchewan, students, other residents, visitors or any other person.

9. STUDENT STATUS

The Resident represents and warrants to the University of Saskatchewan that throughout the term of this Residence Agreement, the Resident satisfies one of the following pre-conditions to this Residence Agreement:

1. the Resident is registered as a full-time student (meaning the Resident is taking a course load of at least 60% for his or her program or is registered as a graduate student) at the University of Saskatchewan;
2. the Resident is enrolled in a University of Saskatchewan course during the Spring/Summer term or as a graduate student (applicable to residents of Spring/Summer term only)
3. the Resident has received approval from the University of Saskatchewan the granting of such approval to be in the University of Saskatchewan's sole and absolute discretion, to reside in the Premises despite not being registered as a full-time student.

10. TERMINATION OF STUDENT STATUS

If the Resident fails to maintain full-time student status or other such status that has been expressly approved by the University of Saskatchewan at the time of the assignment of the Premises, the Resident shall forthwith notify the University of Saskatchewan in writing of the change in status. The Resident shall vacate the Premises upon receiving a Notice to Vacate from the University of Saskatchewan Residence Services Office, whether the Resident has provided the University of Saskatchewan with written notice of the change in status as required by this Clause or not. Failure to maintain student status constitutes a substantial breach by the Resident of this Residence Agreement. All penalties associated with breaking the Residence Agreement will still apply.

11. TERMINATION BY RESIDENT AFTER TAKING OCCUPANCY

- a. The Resident may terminate this Agreement early, prior to the end of the Term, by submitting to the University of Saskatchewan a written notice of his intention to do so (using the "Notice to Vacate" form available on the University of Saskatchewan Residence Services Website) on or before the 1st calendar day of the month sixty (60) days prior to the proposed date of termination. The University of Saskatchewan Residence Services does not accept Notice to Vacate by email. It is only accepted when the Notice to Vacate Form is submitted through the Residence Website. The Resident must move out of the Premises and return all keys and access cards where applicable before 12:00pm noon on the date indicated on the Notice to Vacate and no later, unless previously agreed to by the University of Saskatchewan. Failure to return all keys and access cards will result in the Resident being charged for all applicable charges including an improper check-out charge as specified in the Community Standards and the Residence Handbook. An administration charge of \$300 will be charged for early termination, provided the Resident provides 60 days' notice as set out herein. In the event the Resident fails to submit a vacate notice at least sixty (60) days prior to vacating, the Resident will be responsible for all amounts owing under this Residence Agreement to the end of the Term in addition to all other amounts owing. Residents required to pay all amounts owing to the end of the Term will not be required to pay the \$300 early termination Residence administration fee.
- b. If the Resident elects to terminate this Agreement early, prior to the end of the Term, the Resident must pay the full Rent up to the end of the Term, which will include all amounts owing as Rent, (as outlined in paragraph 4 herein), including any insufficient notice penalties.
- c. **GRADUATING STUDENTS:** Residents graduating within an active Residence Agreement term are permitted to stay in Residence until the conclusion of this agreement term. Should a resident choose to terminate this Agreement early, following their graduation and prior to the end date of the Agreement Term as outlined in the Confirmation Letter, the resident is required to provide 60 days' notice prior to the proposed date of termination and will be charged a \$300.00 Residence Agreement Early Termination Administration fee, (as outlined in paragraph 11.a herein).

12. REPAIRS AND RENOVATIONS

If the Resident notifies the University of Saskatchewan Residence Services Department of any breakages or damage as specified in Clause 8(f) which interferes with or impairs the use of the Premises or Common Areas by the Resident, then the University of Saskatchewan shall make the necessary repairs. Notwithstanding the foregoing, the University of Saskatchewan may, at its option, make any repairs to the Premises, the Common Areas, any adjoining premises or the property of which the Premises forms a part which it in its sole discretion, considers necessary or appropriate. Any such repairs carried out by the University of Saskatchewan shall be at the University of Saskatchewan's expense, unless such repairs are necessary due to the wilful act(s) or negligence of the Resident or anyone permitted by the Resident to be upon the Premises or Common Areas or for whom the Resident is responsible, in which event such repairs shall be carried out by the University of Saskatchewan at the expense of the Resident or Residents, where the offending individual(s) cannot be identified. The cost of such repairs shall be paid by the Resident to the University of Saskatchewan within fourteen (14) days following demand by the University of Saskatchewan. Damages and/or cleaning assessed during the term of this agreement or at move-out where the offending individual(s) cannot be found will be divided and charged out to all residents within a wing, a floor, a building or a residence. No repairs, renovations or modifications to any pre-existing structure or wiring are to be carried out by the Resident or outside contractor.

13. SMOKING REGULATIONS (INCLUDES E-CIGARETTES AND VAPING)

All University of Saskatchewan's Residences, including the Premises, are designated as non-smoking areas. Smoking is also prohibited within ten meters of doors, windows and fresh air intakes of Residences. Smoking is subject to the University of Saskatchewan smoking policy.

14. UNIT CONDITION REPORT (UCR)

Within 7 days of the Resident taking possession of the Premises, the Resident shall complete and submit a report detailing the condition of the Premises (the "Unit Condition Report") found on the University of Saskatchewan Residence Services Website. The said report shall be conclusive evidence of the condition of the Premises within 7 days, whatever the case may be, of occupation by the Resident. At the expiration or earlier termination of this Residence Agreement and following removal of the Resident's belongings, the University of Saskatchewan, shall complete an additional Unit Condition Report on, or within, 10 days after the Resident gives up possession, and such report shall be conclusive evidence of the condition of the Premises at the expiration or termination of the residency. Damages and/or cleaning assessed at move-out will be charged back to the Resident. If the Resident does not complete and submit a Unit Condition Report within 7 days of moving into Residence, the Resident will automatically be charged a \$100 penalty.

15. NOTICE TO ENTER

University authorized personnel will enter the Premises without prior notification to complete maintenance repairs requested by the Resident through a work order request or for emergency purposes. For any other reason for entry, a 24 hour notice of entry will be provided by email or hand delivered to the Resident.

16. INDEMNIFICATION PROVISION

Notwithstanding any other provision of this Residence Agreement to the contrary, the Resident shall be liable to the University of Saskatchewan for and shall indemnify and hold harmless the University of Saskatchewan from and against; any and all liabilities, claims, suits, costs, damages, and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages, and expenses of the University of Saskatchewan including costs as between a solicitor and his own client) which may be brought or made against the University of Saskatchewan, or which the University of Saskatchewan may pay or incur as a result of or in connection with:

- a. any breach, violation, or non-performance of any covenant, condition, or agreement in this Residence Agreement set forth and contained on the part of the Resident to be fulfilled, kept, observed, and performed;
- b. any damage to property, including property of the University of Saskatchewan, occasioned by the Resident or any other occupant, or by their use or occupation of the Premises or Common Areas;

- c. any injury to person or persons, including death resulting at any time there from occasioned by the Resident or any other occupant, or by their use or occupation of the Premises or Common Areas; such indemnity and save harmless to survive the expiration or termination of the residency hereunder. For the purposes of this Clause, "other occupant" means anyone permitted by the Resident to be upon the Premises or Common Areas, or for whom the Resident is responsible.

17. WAIVER

The waiver of any breach of this Residence Agreement by the Resident or the failure of the University of Saskatchewan to exercise any right given it under the terms of this Residence Agreement in the event of such breach shall not be construed as a waiver by the University of Saskatchewan of that breach or of any subsequent breach by the Resident.

18. COMMUNITY STANDARDS AND THE RESIDENCE HANDBOOK

The acceptance of this Agreement is subject to the adherence of the Resident to the University of Saskatchewan's Standard of Student Conduct in Non-Academic Matters, this Residence Agreement, the Application, the "Residence Handbook" found on the University of Saskatchewan Residence Services Website, the Residence Internet Service Agreement (where applicable) and the various policies, rules and regulations made from time to time by the University of Saskatchewan (the "Community Standards"). The Community Standards, Residence Handbook, and any information found on the University of Saskatchewan Residence Services Website, as made, amended or supplemented by the University of Saskatchewan from time to time, are incorporated by reference as part of this Residence Agreement and are enforceable as part of this Residence Agreement. By execution of this Residence Agreement, the Resident acknowledges that it is the Resident's responsibility to become familiar with the Community Standards, the Residence Handbook and the University of Saskatchewan Residence Services Website, as defined in this Residence Agreement. Except as otherwise specified in paragraphs 10 and 20, violations of this Agreement will be dealt with through processes published in the Residence Handbook.

19. LIABILITY OF UNIVERSITY OF SASKATCHEWAN

The University of Saskatchewan, its agents, servants and employees shall not be liable or responsible in any way for:

- a. any loss, injury, death or damage to persons, or property belonging to the Resident or to any other person including any property entrusted to the care or control of the University of Saskatchewan, its agents, servants, or employees;
- b. any consequential or indirect damages or personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Resident, any agent or invitee of the Resident or any other person who may be upon the Premises, Common Areas, adjoining premises or the property of which the Premises forms a part; as a result of any cause whatsoever, including negligence, wilful misconduct or gross neglect of the University of Saskatchewan, its agents, servants, employees, or contractors.

20. TERMINATION BY UNIVERSITY OF SASKATCHEWAN

If the Resident has breached any contract with the University of Saskatchewan, fails to pay the Rent, fails to adhere to the Community Standards and the Residence Handbook, or fails to perform and observe any of the other terms or conditions of this Residence Agreement, the University of Saskatchewan, at its option and in its sole discretion, may terminate the residency created by this Residence Agreement upon giving the Resident written notice of the University of Saskatchewan's intention to do so, to take effect within no less than 48 hours from receipt of the notice to vacate. A Resident may be evicted immediately from residence for reasons including but not limited to assault of any kind, vandalism, and any other offence resulting in a criminal charge, any destruction of property, or if the Resident is deemed a safety concern for the community. The Resident will be charged a \$250 Eviction Administration Fee. The Resident is also liable to pay all legal costs incurred by the University of Saskatchewan in enforcing the provisions of this Residence Agreement including obtaining possession of the Premises. Notwithstanding eviction, the Resident will be responsible for all amounts owing under this Residence Agreement to the end of the Term or to the time at which the University finds another tenant for the Premises, whichever comes

sooner. Should the Resident pay the University of Saskatchewan all amounts owing to the end of the Term, the Resident will not be required to pay the \$300 Residence Agreement Early Termination Administration Fee. Amounts owing under this section 20 shall survive termination of this Residency Agreement.

21. GENDER

Whenever the plural is used, the same shall be construed as meaning singular and vice versa, and the masculine shall be construed as meaning the feminine as the sex or context requires.

22. NOTICES

Any notice by the Resident to the University of Saskatchewan shall be sufficiently given if delivered in writing to Residence Services Office, University of Saskatchewan 128 Saskatchewan Hall, 91 Campus Drive, Saskatoon, Saskatchewan, S7N 5E8, or to such other address as might be designated in writing by the University of Saskatchewan from time to time. Any notice by the University of Saskatchewan to the Resident shall be sufficiently given if delivered to the Resident at the Premises or by email.

23. MEAL PLAN / RESIDENCE CASH CARD

Residents of Voyageur Place are required to purchase a meal plan as set out in the Confirmation Letter.

All other residents are provided with a complimentary Residence Cash Card and/or a set number of meals as outlined in the Confirmation Letter. These amounts have no monetary value. Access to Culinary Services is subject to availability.

The Residence Cash Card and meal allotment can be rolled over academic term to academic term within the length of the Residence Agreement. All amounts will expire as of the Term End Date specified in the Confirmation Letter and will result in a loss of any unused meals or RCC amounts.

24. INVALIDITY

If any term, covenant, or condition of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the extent permitted by law.