



FOR OFFICE USE ONLY

THIS AGREEMENT is made and signed this _____ day of _____, 20____
 BETWEEN: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, Edmonton,
 Alberta, represented here by its authorized officer, the Director of Student and
 Residence Services (the "Landlord") AND
 Per: _____

Last Name: _____
 (The 'Resident')

First Name: _____

Room# _____ Student ID # _____

Contact Phone #: _____

By signing this Residence Agreement, the Resident acknowledges reading this entire document and agrees to comply with all the terms, conditions and Community Standards and Guidelines as outlined in this Residence Agreement. The Resident acknowledges that it is a pre-condition to the validity of this Residence Agreement that the Resident has not breached any of the Community Standards and Guidelines or failed to observe any terms and conditions, including the failure to pay rent, or any other Lease or Residence Agreement with the Landlord in the previous twelve months. If the Resident does not meet this precondition, this Residence Agreement is void.

Signed this _____ day of _____, 20____. Resident Signature: _____

DEFINITIONS

- Landlord** – The Governors of the University of Alberta.
- Augustana** - Means East Hall, West Hall, Hoyme Hall, Anderson, Bergh, Marken, Moi, Ronning and Solheim.
- Premises** - A study bedroom (and private washroom where applicable) and the common areas associated with the study bedroom at the University of Alberta, Camrose, Alberta. The term "Premises" includes all furnishings, appliances, fixtures and facilities, if any, now or hereafter placed in or upon the said building by the Landlord, bedroom and common areas with other Residents of the building in which the bedroom is located, the interior portion of said building or other leased premises, together with all exterior balconies, yard area and walkways designated by the Landlord from time to time as common areas for the common or joint use and benefit of the Residents of said buildings.
- Rent** - Rent, room rates, associated fees, residence fees, phone, internet, interest, repair, cleaning and garbage removal charges, furniture replacement costs, late vacate charges, key/lock change charges, prox cards replacement fee, legal costs, insufficient fund charges, late payment amounts, Meal Plan (Lister only) and residence association fees (hereinafter collectively referred to as "Rent").
- Residence** - The building in which the Premises are located.
- Resident** – The person who has signed this Residence Agreement.

Security Deposit - Money given by the Resident to the Landlord at the beginning of the Term. The Security Deposit is held by the Landlord and can be applied against damage caused by the Resident and any amount owed, and not paid at the end of the Term.

Visitor/Guest - A person who resides in the Premises within single occupancy rooms only 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, it being expressly understood that no other individuals or family members, relatives, friends of the Resident are entitled to reside in the Premises.

TERMS AND CONDITIONS

The Resident acknowledges reading this entire document and agrees to comply with all the terms, conditions as outlined in this Residence Agreement as well as any Residence Community Policies that may be provided to the Resident. The Residence Restorative Justice process is the preferred process for dealing with any alleged violations of this document or harms to other residents, except in cases involving the health, safety and security of residents. The Resident acknowledges that failure to positively contribute to the community or to observe any terms and conditions of this Residence Agreement, including the failure to pay Rent, may lead to termination by the Landlord.

THE LANDLORD AND THE RESIDENT AGREE AS FOLLOWS:

- 1. PREMISES**
 The Landlord, subject to the conditions hereinafter contained, does hereby lease to the Resident and the Resident accepts from the Landlord, the lease of *Premises*.
- 2. OCCUPANCY DATES**
 Unless otherwise expressly agreed to in writing by the Landlord or unless terminated earlier in accordance with the terms of this Residence Agreement, the term of this Residence Agreement (the "Term") shall coincide with an eight (8) month academic year, as follows:
 - a beginning with the start date stated in the Confirmation Letter provided to the Resident; and
 - b ending on the date the Resident must move out of the Premises, which will be no later than 9:00 PM on the day of the Resident's last exam, or 12:00 noon on the end date stated in the Confirmation Letter, whichever comes first.
 - c Note that Residents unable to move out of the Residence by 9:00 PM on the day of the Resident's last exam, may apply for an extension, provided the Resident adheres to the Final Exam Quiet Hours. Failure to adhere to the Final Exam Quiet Hours may result in the Residents immediate eviction.
- 3. ACCOMMODATION**
 - a. Room Assignment**
 The Landlord will assign rooms in accordance with the current housing assignment policy set by Residence Services. The Landlord reserves the right to transfer or move Residents when deemed necessary. Residents failing to arrive by the specified move-in date, without informing Residence Services of the delay, will lose their room assignment.
 - b. Room Offer Acceptance Fee**
 Upon assignment of a space, the Resident must pay the required Room Offer Acceptance Fee (ROAF) and contract fees as specified in the Confirmation Letter in order to reserve the Premises. Failure to pay the required fees by the date specified in the Confirmation Letter will result in a loss of the room assignment and the forfeiture of the entire application fee.
 - c. Rates**
 If there is a discrepancy between any rate in the Confirmation Letter and the posted rates on the Landlord's website, the information on the website will prevail.
 - d. Room Transfers**
 Room transfers during the academic year will only occur if deemed necessary and the decision is left solely at the discretion of the Landlord. All transfers will result in a charge as noted in the rules and regulations.
 - e. Double Occupancy (where applicable)**
 If a Resident of a double room vacates prior to the end of the Term, Residence Services will conduct an inspection of the vacated Resident's half of the room within five (5) business days of the Resident's vacate date. Residence Services will give the remaining Resident 24 hours written notice of entry prior to the inspection and prior to a new roommate moving in. The Landlord may assign the empty space at any time and reserves the right to relocate a resident living in double room alone, to another double room within the Residence. The Resident may opt to remain in their room by choosing to pay the single room rate for the remainder of the Term.

4. LIABILITY FOR RENT AND OUTSTANDING ACCOUNTS

Any and all monies, payable by the Resident to the Landlord pursuant to this Residence Agreement, shall constitute Rent and shall be collectable by the Landlord from the Resident as Rent. The particulars of the rental fees are posted on the Residence Services website (<http://www.residence.ualberta.ca/en/CurrentResidents/ResidenceFees.aspx>). The Resident shall pay to the Landlord interest at a rate equal to one and a half (1.5) percent per month (18% per annum) on all arrears of rental or other amounts payable by the Resident to the Landlord pursuant to the terms hereof from the date of default.

5. PAYMENTS

The Resident will pay the Rent to the Landlord on or before the date specified in the Confirmation Letter. Outstanding Rent owing, without a previously agreed payment plan, is considered a breach of this Residence Agreement and will result in eviction.

6. APPLICATION FEE DEPOSIT

The application fee becomes the Security Deposit upon possession of the Premises. The Resident deposits with the Landlord the Security Deposit to be effective on the date of move-in. Previous to this date, this will be called the application fee. (For cancellation policies on application fees, visit residence.ualberta.ca.) On termination of this Residence Agreement the Security Deposit shall be returned to the Resident by the Landlord after application of the Security Deposit toward payment of the cost of cleaning the Premises, the cost of repairing damage which occurred to the Premises or common areas during the term of this Residence Agreement, and/or toward payment of financial arrears. Financial arrears shall include all amounts in arrears which are payable hereunder to the Landlord.

7. UTILITY CHARGES

The Landlord will pay all water, power, heat charges, common area cable charges and all property taxes relating to the Premises, and the Resident will pay all other applicable charges. Residents living in rooms with a pre-existing cable connection are responsible for cable charges within their Premises.

8. ADDITIONAL COVENANTS

The Resident will:

- a. use the Premises for residential purposes only and ensure that no animals, firearms, weapons, illegal drug paraphernalia, 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, the Residence or the property of which the Premises forms a part
- b. will not permit overnight guests in double occupancy rooms unless one space is vacant
- c. keep the Premises and the common areas in a neat and tidy condition and in good repair (including in compliance with all fire, health and insurance requirements), reasonable wear and tear excepted, and maintain adequate insurance coverage on all personal property and property of the Resident located in or about the Premises and adequate general liability insurance coverage
- d. surrender up 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 amounts, as published and amended from time to time on the Landlord's website
- e. 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 Residence, the common areas, or any portion of the property of which the Premises forms a part
- f. give the Landlord prompt written notice of any breakage or damage in or to the Premises, the common areas, the Residence, 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
- g. obey and observe the Community Standards and Guidelines (see Clause 18)
- h. not, in any significant manner, interfere with the rights of either the Landlord or other residents in the Residence, any other or adjoining premises or the property of which the Premises forms a part
- i. not perform illegal acts or carry on an illegal trade, business or occupation in the Premises or in the Residence
- j. not endanger persons or damage property in the Premises, the Residence or in any adjoining premises or the property of which the Premises forms a part
- k. not do or permit damage to the Premises, and
- l. not physically or verbally assault the staff of the Landlord or any other students, residents or guests
- m. report any open and vacant rooms to Residence Services, and no resident is permitted to enter or store his or her belongings in a room that is unlocked, including a room within their suite
- n. must submit notice to Residence Services within 48 hours of the presence of mice, bedbugs, cockroaches, pharaoh ants, or any other infestations within a resident's room or unit

9. STUDENT STATUS

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

- a. the Resident is registered as a full-time student (as defined in the Community Standards and Guidelines) at the University of Alberta; or
- b. the Resident is otherwise approved by the Landlord, in the Landlord's sole and absolute discretion, it being understood that full-time students at the University of Alberta are given priority with respect to available accommodation.

10. TERMINATION OF STUDENT STATUS

If the Resident fails to maintain full-time student status or status expressly approved by the Landlord at the time of the assignment to the Premises, the Resident shall forthwith notify the Landlord in writing of the change in status. The Resident shall vacate the Premises upon receiving a Notice to Vacate from the Landlord, to be effective within no less than 14 days from receipt of the Notice to Vacate, whether the Resident has provided the Landlord 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 amounts payable with respect to a breach of the Residence Agreement will still apply.

11. TERMINATION BY RESIDENT OF TENANCY AFTER TAKING OCCUPANCY

- a. The Resident may terminate this tenancy early by giving the Landlord written notice of his intention to do so on or before thirty (30) days prior to the move out date. The Resident must move out of the Premises and return all keys, meal card and access cards where applicable before 12:00 noon on the date indicated on the vacate notice and no later unless previously agreed to by the Landlord. Failure to return all keys, meal card and access card, will result in the Tenant being charged for all applicable charges including an improper check-out charge as specified in the Community Standards and Guidelines. The Resident shall be charged all Residence fees, Meal Plan fees and all associated fees resulting in an early move-out as follows:
 - The resident will be charged \$600.00 plus one full month of Rent and Meal plan fees if notice is received on or before the following dates:
 - October 30th for a 4 month Fall Contract
 - February 28th for a 4 month Winter Contract or an 8 Month Academic Year Contract

The resident will be charged \$600.00 plus one full month of Rent and Meal plan fees if notice is received on or before the following dates:

- October 30th for a 4 month Fall Contract
- February 28th for a 4 month Winter Contract or an 8 Month Academic Year Contract

No refund will be given after these dates for the applicable contracts.

- b. Augustana Campus first year residence requirement If the Resident has not completed his or her residency requirement and wishes to move out of the Premises, the Resident may apply to the Housing Review Committee to have their contract modified. An application to the Housing Review Committee does not guarantee the request will be granted.

12. REPAIRS AND RENOVATIONS

If the Resident notifies the Landlord 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 Landlord shall make the necessary repairs. Notwithstanding the foregoing, the Landlord 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. Repairs carried out by the Landlord that are necessary due to the willful act(s) or negligence of the Resident or anyone permitted by the Resident to be upon the Premises, common areas or Residence or for whom the Resident is responsible, shall be carried out by the Landlord 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 Landlord within fourteen (14) days following demand by the Landlord. Damages and/or cleaning assessed during the Term of this Residence 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. For examples of standard cleaning and repair costs for Lister Centre, please reference the Residence Services' website.

13. SMOKING REGULATIONS

The Premises and the Residences are designated non-smoking areas. Smoking within Premises, common areas, units, bedrooms, stairways, and lounges or anywhere else in the Residence is strictly prohibited and is an evictable offence. Smoking is also prohibited within five meters of doors, windows and fresh air intakes of Residences.

14. UNIT CONDITION REPORT (UCR)

Prior to, or within one (1) week of the Resident taking possession of the Premises, the Resident shall complete a Unit Condition Report detailing the condition of the Premises and said report shall be conclusive evidence of the condition of the Premises prior to, or within one (1) week, 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 Landlord 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 tenancy. 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 seven (7) days of moving into residence, the Resident will automatically be charged a UCR charge.

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 given.

16. INDEMNIFICATION PROVISION

Notwithstanding any other provision of this Residence Agreement, the Resident shall be liable to the Landlord for and shall indemnify and hold harmless the Landlord from and against; any and all liabilities, claims, suits, costs, damages, amounts and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages, and expenses of the Landlord including costs as between a solicitor and his own client) of any nature whatsoever which may be brought or made against the Landlord, or which the Landlord 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 Landlord, occasioned by the Resident or their guest or by their use or occupation of the Premises, common areas or Residence; or
- c. any injury to person or persons, including death resulting at any time therefrom, occasioned by the Resident or their guest or by their use or occupation of the Premises, common areas or Residence;

such indemnity and save harmless to survive the expiration or termination of the tenancy hereunder. For the purposes of this Clause, guest means anyone permitted by the Resident to be upon the Premises, common areas, and Residence 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 Landlord 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 Landlord of that breach or of any subsequent breach by the Resident. Violation of this Residence Agreement will be dealt with through processes published on the Residence Services web site.

18. COMMUNITY STANDARDS AND GUIDELINES

As part of their obligations, the Resident agrees to adhere to and comply with all Community Standards and Guidelines, which include, the Code of Student Behaviour, this Residence Agreement, the Application, the Residence Community Standards (available online) and the regulations and policies described in the Residence Handbook (Community Guidelines), the AICT Service Agreement (where applicable) and the various policies, rules and regulations made from time to time by the Landlord (collectively the "Community Standards and Guidelines"). The Community Standards and Guidelines, as made, amended or supplemented by the Landlord 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 and Guidelines and that the Residence Association is permitted to receive from the Landlord, on the Resident's behalf, information on amendments made to the Community Standards and Guidelines. The Landlord will give the Residence Association thirty (30) days' notice of amendments or supplements made to the Community Standards and Guidelines from time to time. Except as otherwise specified in paragraphs 10 and 20, violations of this Agreement will be dealt with through processes published on the Residence Services' web site.

19. LIABILITY OF LANDLORD

The Landlord, 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 Landlord, 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, the Residence or the property of which the Premises forms a part; as a result of any cause whatsoever, including without limitation, negligence, willful misconduct or gross neglect of the Landlord its agents, servants, employees, or contractors.

20. TERMINATION BY LANDLORD

If the Resident has breached any contract with the Landlord, fails to pay any Rent, fails to adhere to the Community Standards and Guidelines, or fails to perform and observe any of the other terms or conditions of this Residence Agreement, the Landlord, at its option and in its sole discretion, may terminate the Term created by this Residence Agreement upon giving the Resident written notice of the Landlord's intention to do so, to take effect within no less than 48 hours from receipt of a Notice to Vacate from the Landlord. Notwithstanding the foregoing, a Resident may be immediately evicted from the Premises and 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 is liable to pay all legal costs incurred by the Landlord in enforcing the provisions of this Residence Agreement including obtaining possession of the Premises.

21. GENDER/JOINT AND SEVERAL

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. If this Residence Agreement is executed by more than one person, all covenants and agreements in this Residence Agreement apply jointly and severally.

22. RESIDENCE ASSOCIATION

Upon becoming a Resident hereunder, if applicable, the Resident becomes a member of the Residence Association and Residence Halls Association, and must pay such fees as are determined by the Residence Association, Residence Halls Association and approved by the Landlord and paid by the Resident to the Landlord in trust for the Residence Association and Residence Halls Association on the date of execution of this Residence Agreement by the Resident, and as often as may be required from time to time by the Landlord. The amount of such fees may be increased from time to time, and the Resident shall pay the amount of any such increase to the Landlord forthwith upon receipt of written notice of any such increase from the Landlord.

23. NOTICES

Any notice by the Resident to the Landlord shall be sufficiently given if delivered in writing to Residence Services, University of Alberta, Edmonton, Alberta, T6G 2H6, or to such other address as might be designated in writing by the Landlord from time to time. Any notice by the Landlord to the Resident shall be sufficiently given if delivered to the Resident at the Premises.

24. MEAL PLAN

The Meal Plan is Mandatory.

25. ELECTRONIC CONTRACT AND GOVERNING LAW

The Resident acknowledges that they have reviewed this Residence Agreement and any applicable policies and procedures including the Community Standards and Guidelines and that this Residence Agreement meets the requirements for electronic contracting in the jurisdiction where the Premises is located and they expressly acknowledge receipt of a copy of this Residence Agreement. The Resident expressly consents to contracting electronically with the Landlord. The parties have required that this Residence Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais. This Residence Agreement shall be governed by the laws in force in the Province of Alberta and the laws of Canada applicable therein.

ALL FEE REFERENCES IN THIS AGREEMENT ARE IN CANADIAN DOLLARS.

26. INVALIDITY

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