

# University of Alberta, Augustana Campus Residence Application Form



This application form is intended for international students or English Language Program students who have not received a University of Alberta ID number, or applicants paying by cheque or money order. If you have a University of Alberta ID number and are paying by credit card please use the online application system available from our web-site at [aug.ualberta.ca/residence](http://aug.ualberta.ca/residence) and click on "Apply for Residence."

## Important Note

- Falsifying any information on this form will result in the automatic cancellation of your application, forfeiture of all paid fees, and denial of housing in all residences.
- Information provided must be the same as the information provided on your application to the University.

**Please print clearly and in English.** Applications received without all necessary information completed will not be processed.

Send your completed application, along with payment to:

Augustana Residence Services  
Learning and Wellness Commons  
Augustana Campus, University of Alberta  
4901-46 Ave  
Camrose, AB Canada T4V 2R3  
email: [augres@ualberta.ca](mailto:augres@ualberta.ca)

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## 1. Personal Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Birth date: \_\_\_\_\_ dd/mm/yyyy Gender:  Male  Female  \_\_\_\_\_

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## 2. Where can we contact you?

Street Address: \_\_\_\_\_ City/Town: \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal Code/Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_ Other: \_\_\_\_\_

Home Phone (with area code): \_\_\_\_\_ Daytime/Cell Phone (with area code): \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Please make sure all under-score and dash symbols are above the line!

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## 3. Country of Origin

Country: \_\_\_\_\_

First Language: \_\_\_\_\_ Second Language: \_\_\_\_\_

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## 4. University of Alberta Student Information

As of the move-in date, will you be a full-time University of Alberta student:  Yes  No

Priority is given to full-time students. If you will not be a full time student, please explain:

\_\_\_\_\_  
\_\_\_\_\_

U of A Student ID Number: \_\_\_\_\_ Faculty/Program: \_\_\_\_\_

Will this be your first degree?  Yes  No

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**5. Which of the following best describes you? Please select all applicable**

- First Year (first Degree) undergraduate student
- Second Year undergraduate student, Returning Resident
- Second Year undergraduate student, New Resident
- Third or fourth Year undergraduate student, Returning Resident
- Third or fourth Year undergraduate student, New Resident
- Transfer Student
- Graduate Student
- Vikings Athlete
- English Language Program Student
- Aboriginal Student  
Canadian Aboriginal Applicants only: By declaring your status, you will aid Residence Services and the Aboriginal Student Services Centre (ASSC) to appropriately fill the limited Aboriginal housing units available and in the development of programs and services for Aboriginal students.
- International Student NEW to the University
- Exchange Student (please specify): \_\_\_\_\_
- Open Studies Student (please specify): \_\_\_\_\_
- Other (please specify): \_\_\_\_\_

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**6. How did you hear about residence?** \_\_\_\_\_

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**7. Choose your Contract:**

	Amount
<input type="radio"/> 8 Month Double ( Sep. 2020-Apr. 2021)*	\$8024
<input type="radio"/> 8 Month Single ( Sep. 2020-Apr. 2021)*	\$9392
<input type="radio"/> 4 Month Double (Jan. 2021-Apr. 2021)*	\$4197
<input type="radio"/> 4 Month Single (Jan. 2021-Apr. 2021)*	\$4913

\*Residence fees for 2020-2021 are approved by the Board of Governors. Fees will be posted when they become available. To stay updated on fees, dates and important information, please visit [aug.ualberta.ca/residence](http://aug.ualberta.ca/residence),

**If you request a single room, you will be placed on a single room wait list and contacted only if a single room becomes available. Normally we will not know if there will be single rooms available until just before the term or even after the term starts. Preference will be given to students requiring an 8 month contract. If you plan to be here for the first semester (September 2019-December 2020) only, please contact us.**

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**8. Help us match you with your roommate:**

In the event you are assigned a room-mate, Residence Services will use the following as a guideline to assist in assigning your space. Please note that completion of this questionnaire does not guarantee an exact match of lifestyles.

- |                                  |                              |                             |
|----------------------------------|------------------------------|-----------------------------|
| I prefer to keep my room private | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer my room to be neat      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to sleep after Midnight | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to sleep before 10 pm   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do you smoke?                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to socialize in my room | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to study during the day | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to study in my room     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to study with music     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to wake up after 10 am  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I prefer to wake up before 8 AM  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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**9. Gender inclusive Housing**

**Augustana has a limited number of residence spaces available in the Ravine Complex designated as Gender Inclusive. If you wish to be considered for this housing option, please contact us.**

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## 10. Room-Mate Request

In order to be assigned or considered room-mates, each applicant must request each other on their residence application.

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **Middle Initial:** \_\_\_\_\_

**U of A Student ID Number:** \_\_\_\_\_

***Every effort will be made to place you with your requested room-mate, however, we cannot guarantee your request.***

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## 11. Emergency Information

Residence Services requires that all residents complete the following medical condition information and emergency contact information. By collecting this information, Residence Services can provide the necessary assistance in the case of emergency to a resident living within the University of Alberta residences.

If the information you provide changes at any time, including during your stay, please be sure to contact Residence Services at [residences@augustana.ca](mailto:residences@augustana.ca) with the new information, or visit the Residence Services Student Account Inquiry section of the Residence Services website to update your emergency contact information.

**Please list allergies to food, drugs, or other life threatening allergies:**

\_\_\_\_\_

**Please list medical conditions such as heart conditions, diabetes, or other life threatening condition:**

\_\_\_\_\_

**Other important information Residence Services should be aware of:**

\_\_\_\_\_

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## 12. Emergency Contacts

### Contact # 1

_____ Last Name	_____ First Name
_____ Address	
_____ City/Town	_____ Province/State
_____ Postal/Zip code	_____ Country
_____ Email	_____ Relationship
_____ Home Phone (with area code)	_____ Alternate Phone (with area code)

### Contact # 2

_____ Last Name	_____ First Name
_____ Address	
_____ City/Town	_____ Province/State
_____ Postal/Zip code	_____ Country
_____ Email	_____ Relationship
_____ Home Phone (with area code)	_____ Alternate Phone (with area code)

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### 13. Application Fees

This application form will not be processed without payment. **Submitting this application does not guarantee you a space.**

**a. Application Fee: \$25**

The \$25 application fee must be submitted with this application. The \$25 application fee is kept as a non-refundable processing fee.

**b. Method of Payment (do not send cash)**

**Cheque or Money Order** (If you would like to submit payment by cheque, please make the cheque payable to the University of Alberta and ensure that it is drawn on a Canadian bank only. Please ensure your cheque or money order accompanies the printed out application.)

**Visa/MasterCard** (Credit Card Authorization for \$25)

**Card Number:** \_\_\_\_\_

**Expiry date (MM/YY):** \_\_\_\_\_

**Name of Cardholder:** \_\_\_\_\_

**Signature of Cardholder:** \_\_\_\_\_

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### 14. Use of Information

The personal information requested on this form is collected under the authority of Section 33(c) of the *Alberta Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that *Act*. It will be used for the purpose of administering student housing and upon graduation for alumni engagement and philanthropic activities. Questions concerning the collection, use or disposal of this information should be directed to the FOIPP Liaison Officer, Residence Services

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### 15. Cancellations

**Please review our web-site for more information on cancellations.**

**(<http://www.augustana.ualberta.ca/services/residence/applytoresidence/Cancel.html>)**

**For New Applicants:**

- New Applicants who cancel their application in writing prior to August 1<sup>st</sup>, 2020 will receive a refund of their Residence Deposit (If applicable). New Applicants whose cancellations are received by our office on or after August 2<sup>nd</sup>, 2020 will not receive a refund.
- New Applicants who apply after August 2<sup>nd</sup>, 2020 may cancel their application prior to receiving a room offer. Once a room offer has been made, the application fee will only be refunded due to non-acceptance to the university.

**For Returning Applicants:**

- Returning Students who participated in Room Draw or applied prior to June 15<sup>th</sup>, 2020 and have submitted their confirmation package may cancel their application in writing prior to June 15<sup>th</sup>, 2020. They will receive a refund of their Residence Deposit (If applicable).
- Returning students who apply after June 15<sup>th</sup>, 2020 may cancel their application in writing prior to receiving a room offer letter.

**For All Applicants:**

- All applicants will receive a room offer (Room draw is considered a room offer for returning students, students who have not participated in room draw will receive a letter by post or email).
- If space is not available and no offer has been made by the preferred move in date, the applicant receives a refund of their Residence Deposit (if applicable).
- Once an offer has been made and accepted a confirmation package must be completed in order to hold the space.
- Applicants who have accepted the room offer and then cancel after the deadline stated in the room offer letter will lose all fees paid (including the Residence Deposit if applicable.).

**Non-Acceptance to the University (New and Returning Applicants)**

Applicants who have been offered a space and have signed the agreement or lease and cancel due to non-acceptance to the U of A will lose only \$25 provided the written cancellation is received along with a copy of the non-acceptance letter, within 10 days of the date of the non-acceptance letter but prior to the move-in date.

***If you have found alternate accommodation, please cancel your application in writing immediately.***

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### 16. Signature

In completing this application, I certify that I have read and will comply with the application, assignment and refund policies, and declare that the information reported on this form is true, correct and complete. I understand that completing an application does not guarantee assignment or room type requested.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## AUGUSTANA RESIDENCE AGREEMENT

The Ravine Complex (Anderson, Bergh, Marken,  
Moi, Ronning, Solheim)  
First Year Complex (East, West, Hoyme)  
Learning Community/Theme House (4514-45  
Ave)



## UNIVERSITY OF ALBERTA RESIDENCE SERVICES

### DEFINITIONS:

**Abandoned Goods** - Goods left at the Premises by a Resident who has

- a. abandoned the Premises, or
- b. vacated the Premises and whose tenancy has expired or been terminated.

**Confirmation Letter** – A document sent to the Resident by the Landlord prior to possession to confirm certain details relating to the tenancy including the start and end dates of the tenancy.

**Landlord** - The Governors of the University of Alberta.

**Learning Community/Theme House** – A residence building located at 4514-45 Avenue in Camrose, Alberta. The Learning Community/Theme House has accommodation for up to seven (7) residents in shared accommodation, rented out on a per bedroom basis.

**Meal Plan** – A meal plan that is mandatory for all residents in the Ravine Complex and the First Year Complex paid in advance as part of the Rent that permits a Resident access to the dining location in the Convocation Centre.

**Premises** - A study bedroom (and private washroom where applicable) and the common areas associated with the study bedroom at the University of Alberta, Augustana Campus, 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, Internet, interest, repair, cleaning and garbage removal fees, furniture replacement fees, improper move-out fees, key/lock change fees, proximity card replacement fees, legal fees, insufficient funds fees, re-rental fees and late payment fees and Meal Plan (hereinafter collectively referred to as “Rent”).

**Residence** - The building in which the Premises are located.

**Residence Deposit** – Money paid by the Resident to the Landlord upon acceptance of the room offer in order to reserve a space. Upon possession, the Residence Deposit is applied against the Rent.

**Resident** - The person who has executed this Residence Agreement with the Landlord.

**Security Deposit** - Money paid by the Resident to the Landlord as part of the residence application process. Upon possession, the Security Deposit is held by the Landlord during the Term, and can be applied against damage caused by the Resident and any amount owed and not paid at the end of the Term. Upon completion of the Term the remaining balance will be refunded to the Resident.

**Shared Room** - A Shared Room is a room with two beds contracted to a maximum of two Residents to share the same unit.

**Shared Unit** - A Shared Unit is two single or double rooms with a shared bathroom.

**Visitor/Guest** - A person who occupies the Premises for a period of time not exceeding more than three (3) consecutive days within one (1) month up to a maximum of ten (10) days in any four (4) month period.

### TERMS AND CONDITIONS

The Resident acknowledges reading this entire document and agrees to comply with all the terms and conditions as outlined in this Residence Agreement, as well as any [Community Standards and House Rules](#) 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 failure to pay Rent, may lead to termination by the Landlord.

All Fee References in this Agreement are in Canadian Dollars.

## **THE LANDLORD AND THE RESIDENT AGREE AS FOLLOWS:**

### **1. PREMISES**

Subject to the terms of this Residence Agreement, the Landlord hereby gives the Resident the right to occupy the Premises for the Term, as defined in Clause 2, below, and the Resident accepts from the Landlord the right to occupy the Premises for the Term.

### **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 twenty-four (24) hours after the Resident's last exam, or 12:00 noon on the end date stated in the Confirmation Letter, whichever comes first.

Note that a Resident who is unable to move out of the Premises within twenty-four (24) hours after the Resident's last exam, may stay no later than 12:00 noon on the end date stated in the Confirmation Letter without applying for an extension, provided the Resident adheres to the Residence Community Standards and Residence Agreement. Failure to adhere may result in the Resident's immediate eviction.

### **3. ACCOMMODATION**

#### a. Room Assignment

The Landlord will assign rooms in accordance with the current assignment practices set by Residence Services. The Landlord reserves the right to transfer or move Residents when deemed necessary. Residents failing to arrive within 48 hours of the specified move-in date, without informing Residence Services of the delay, will lose their room assignment.

#### b. Security Deposit

The Resident must pay the required Security Deposit in accordance with the application practices set by Residence Services.

#### c. Residence Deposit

Upon reservation of a space, the Resident must pay the required Residence Deposit 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 the cancellation of the room assignment and the residence application.

#### d. Rates

All rates are subject to change. Every effort is made to ensure the rates published are correct and current. In the event of a discrepancy between the official rates and the rates published, the official rates shall prevail.

#### e. 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 fee and will be made in accordance with the room transfer practices of the Landlord. Approved transfer requests must be coordinated by the Landlord.

#### f. Shared Accommodation

If a Resident of a Shared Room or Shared Unit vacates prior to the end of the Term, Residence Services will conduct an inspection of the vacated space within ten (10) business days of the Resident's vacate date. The Landlord may assign the empty space at any time and reserves the right to relocate a Resident living in a Shared Room or a Shared Unit, to another unit within the Residence. Residence Services may offer the Resident the opportunity to buy out the empty half of the room by choosing to pay the single room rate for the remainder of the Term.

### **4. PAYMENTS**

The Resident will pay the Rent to the Landlord in the amount and on or before the date specified in the Confirmation Letter. Rent shall be paid by cash, Visa, MasterCard, American Express, Debit, or cheque. Should the Resident pay the Rent with post-dated cheques, such cheques shall be delivered to the Landlord on or before the commencement date or the date of

execution of this Residence Agreement, whichever is earlier, and the Resident will replace or provide subsequent post-dated cheques thereafter. The Resident will not be reminded to pay the Rent if post-dated payments run out. Failure to pay Rent by the 1<sup>st</sup> of each month may result in a Late Payment Fee. Outstanding Rent owing, without a previously agreed payment plan, is considered a substantial breach of this Residence Agreement and may result in Termination by Landlord (as per Clause 13 of this Residence Agreement).

#### **5. LIABILITY FOR RENT AND OUTSTANDING ACCOUNTS**

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 outstanding Rent or other amounts payable by the Resident to the Landlord.

If for any reason it is necessary to calculate the Rent for a period of less than one month, the same shall be calculated on the basis of 1/30 of the Rent being payable for each day of the month. In the event the commencement date occurs other than on the first day of the month, the first instalment of Rent paid by the Resident in accordance with Clauses 4 and 5 shall be based on the period from the commencement date and including the last day of the month in which the commencement date occurs.

#### **6. SECURITY DEPOSIT**

At the end of the Term, or upon early termination of this Residence Agreement, the Security Deposit will 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 during the Term of this Residence Agreement, and/or toward payment of any outstanding Rent.

#### **7. UTILITY CHARGES**

The Landlord will pay for water, sewage, power, heat and all property taxes relating to the Premises, and the Resident will pay any and all other applicable charges.

#### **8. ADDITIONAL COVENANTS**

The Resident will:

- a. use the Premises for residential purposes only and ensure that no pets or other animals, illegal drugs, illegal drug paraphernalia, flammable substances or hazardous materials (including, but not limited to, candles and incense), or appliances that pose a fire risk (including, but not limited to, deep fryers and gas-based single element burners) are allowed in or on the Premises.
- b. ensure that no firearms, weapons (including but not limited to air soft or paintball recreational guns, knives, swords or martial arts weaponry) or replica weapons (without the express prior written consent of the Landlord) are allowed in or on the Premises. Possession of any weapon or replica weapon is considered a substantial breach of this Residence Agreement and may result in immediate eviction.
- c. not perform illegal acts or carry on an illegal trade, business or occupation in the Premises or in the Residence.
- d. not permit Visitors/Guests to stay in the Premises for longer than as set out in the definition above. Before a Visitor/Guest is permitted to stay in a Shared Unit, the Resident must obtain express written permission from each of the Resident's roommates.
- e. ensure all Visitors/Guests of the Resident comply with all policies, procedures, and expectations communicated by the Landlord. The Landlord reserves the right to revoke visiting privileges of any individual at the sole discretion of the Landlord.
- f. limit the sleeping area to the bedroom(s).
- g. keep the Premises in a clean, neat and tidy condition and in good repair (including in compliance with all fire, health and insurance requirements); reasonable wear and tear is expected.
- h. surrender the Premises in a clean, orderly and habitable state, reasonable wear and tear excepted, and pay any improper move-out fees, insufficient fund fees and/or late payment fees, as published and amended from time to time on the Landlord's website.
- i. comply with all applicable 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 or the Residence.

- j. give the Landlord immediate written notice of any breakage or damage in or to the Premises, or the Residence, including but not limited to, any breakage or defect in water pipes, fire alarm systems, gas pipes, heating or air conditioning equipment, appliances, furniture or fixtures.
- k. obey and observe the [Community Standards and House Rules](#) (see Clause 10).
- l. not, in any significant manner, interfere with the rights of either the Landlord or other residents in the Premises and Residence.
- m. not endanger persons or damage property in the Premises and Residence.
- n. not physically or verbally abuse, assault, or threaten the staff of the Landlord or any other students, residents or guests.
- o. cooperate with University processes and procedures to ensure timely resolution of issues.
- p. report any open and vacant rooms/units to Residence Services.
- q. not enter or store personal belongings in a room/unit that is unlocked, including a room within the Premises.
- r. give the Landlord immediate written notice of the presence of mice, bedbugs, cockroaches, pharaoh ants, or any other pests within the Premises, and comply with any pest control treatment instructions and procedures provided by the Landlord.
- s. alert Residence Services and (where applicable) any roommates in the event the Resident is going to be away for a period of seven (7) days or more.
- t. not conduct or arrange with a contractor any repairs, renovations or modifications to any pre-existing structure, wiring or plumbing in the Premises.
- u. not install, store, use or allow third parties to install washing machines, clothes dryers, air conditioners, dishwashers, or any other appliance not previously approved in writing by the Landlord.

## 9. MEAL PLAN

The meal plan is mandatory for Residents who reside in the First Year Complex and the Ravine Complex.

If the Resident terminates this Residence Agreement pursuant to Clause 12 (Termination of Tenancy by Resident After Taking Occupancy), the Resident will be responsible for the applicable cancellation fees as outlined in the Landlord's cancellation policy.

## 10. COMMUNITY STANDARDS AND HOUSE RULES

As part of their obligations, the Resident agrees to adhere to and comply with all [Community Standards and House Rules](#), and all relevant policies and procedures of the University of Alberta, including but not limited to, the [Code of Student Behaviour](#), the Application, the [Information Technology Use and Management Policy](#), the [Sexual Violence Policy](#), and the various policies, rules and regulations made from time to time by the Landlord (collectively the "Community Standards and House Rules"). The Community Standards and House Rules, 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 agreeing to this Residence Agreement, the Resident acknowledges that it is the Resident's responsibility to become familiar with the Community Standards and House Rules, which are updated and published on the Residence Services website.

## 11. STUDENT STATUS AND EMPLOYMENT BY LANDLORD

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 by the Office of the Registrar) 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.

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 immediately notify the Landlord in writing of the change in status. The Landlord will also conduct periodic checks on the student status of all residents during the Term. Failure to maintain student status constitutes a substantial breach by the Resident of this Residence Agreement, and may result in Termination by



Landlord (see Clause 13).

In addition to the above, if the Tenant is employed by the Landlord in a student leadership role and ceases to be employed in that role during the Term, the Landlord may, in its sole and absolute discretion, require the Tenant to move to a different unit.

## **12. TERMINATION OF TENANCY BY RESIDENT AFTER TAKING OCCUPANCY**

a. If the Resident elects to terminate this Residence Agreement prior to the end of the Term, the Resident will be assessed a six hundred (\$600) dollar termination fee plus one (1) full month of Rent (including Meal Plan) if notice is received on or before the following dates:

- i. October 30<sup>th</sup> for a four (4) month Fall Contract; or
- ii. February 28<sup>th</sup> for either a four (4) month Winter Contract or an eight (8) month academic year contract.

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

b. If a first year student has not completed the first year requirement to live in residence they may apply to the housing review committee for consideration to be released from this requirement. An application does not guarantee the request will be granted.

c. The Resident must move out of the Premises and return all keys and access cards where applicable before 12:00 noon on the move-out date unless a later date has been previously agreed to in writing by the Landlord. Failure to return all keys and access cards will result in the Resident being charged an improper move out fee in addition to all other applicable charges and amounts owing.

## **13. TERMINATION BY LANDLORD**

If the Resident fails to adhere to the Community Standards and House Rules, or fails to perform and observe any of the 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 forty-eight (48) hours from receipt of a termination notice 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, any 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.

## **14. DAMAGE AND CLEANING CHARGES**

The Landlord may, at its option and in its sole discretion, make any repairs to the Premises that it 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, 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. Charges for damages 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, at the discretion of the Landlord.

## **15. SMOKING REGULATIONS**

The Premises and the Residence are designated non-smoking areas. Smoking of any substance, within the Premises or anywhere else in the Residence is strictly prohibited. Smoking is also prohibited within ten (10) meters of doors, windows and fresh air intakes of Residences. Pursuant to University of Alberta policy, these smoking regulations also apply to e-cigarettes.

## **16. SMUDGING IN RESIDENCE**

As a Treaty 6 territory, students in University of Alberta residences may pray/smudge in their rooms as per the University's [Ceremony \(Smudging\) Guidelines](#).

## **17. UNIT CONDITION REPORT**

Within three (3) days of the Resident taking possession of the Premises, the Resident shall notify the Landlord of any discrepancies of the condition of the unit as recorded on the Unit Condition Report. At the expiration or earlier termination of this Residence Agreement, the Landlord and the Resident (upon request) shall complete an additional Unit Condition Report on or within three (3) days after the Resident gives up possession, and such report shall be conclusive evidence of the state of the Premises at the expiration or termination of the Residence Agreement.

## **18. LANDLORD'S RIGHT OF ENTRY**

Landlord authorized personnel will enter the Premises without prior notification if there are reasonable grounds to believe that an emergency requires the Landlord to enter the Premises, or that the Resident has abandoned the Premises. For all other reasons, including the completion of maintenance repairs requested by the Resident through the submission of a Maintenance Request, the Landlord will provide the Resident with twenty-four (24) hours' notice.

## **19. INSURANCE**

It is strongly recommended that the Resident take steps to ensure that all of the Resident's personal effects in the Premises (including all Residence buildings) are covered for all risks of physical loss or damage by their own personal tenant's insurance policy. The Resident is urged to obtain personal insurance that covers:

- a. All risks of physical loss or damage to the Resident's own personal property; and
- b. The Resident's legal liability for causing physical loss or damage to the property of others, University property, or for causing bodily injury to others.

Insurance may be available as an extension of the Resident's family's home insurance policy or, if this is not an option, the Resident should obtain his or her own personal tenant's insurance policy. Pursuant to this Agreement, the Landlord will not be responsible for any loss or damage incurred to the Resident's personal effects.

## **20. 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 penalties 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 nonperformance 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 Visitor/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 Visitor/Guest or by their use or occupation of the Premises, or Residence, such indemnity and save harmless to survive the expiration or termination of the tenancy hereunder. For the purposes of this Clause, Visitor/Guest means anyone permitted by the Resident to be upon the Premises, common areas, and Residence or for whom the Resident is responsible.

## **21. FORCE MAJEURE**

To the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling its obligations under this Residence Agreement by any cause beyond its control, the Landlord shall be relieved from the fulfillment of its obligations hereunder. For the purposes of this Residence Agreement, force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise beyond the Landlord's control including, but not limited to, fires, floods, earthquakes, tornadoes, and other acts of God, or acts of war. Additionally, and without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Residence Agreement due to a strike by its employees, a lockout of employees by the University and/or any other form of job action or labour unrest, intervention by civilian or military authorities or governmental legislation.

## **22. WAIVER**

Failure of the Landlord to exercise any right given it under the terms of this Residence Agreement shall not be construed as a waiver by the Landlord of that right or breach or of any subsequent breach by the Resident. Violation of this Residence Agreement will be dealt with as a breach of this Residence Agreement.

## **23. 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; or
- 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.

## **24. ABANDONED GOODS**

The Landlord is not responsible for Abandoned Goods. The Landlord will dispose of Abandoned Goods as per the specified process adopted by the Landlord. Any costs incurred by the Landlord to move, store and/or dispose of the Abandoned Goods will be charged to the Resident(s).

## **25. NOTICES**

Any notice by the Resident to the Landlord shall be sufficiently given if delivered in writing to Residence Services, University of Alberta, Augustana Campus, Camrose, Alberta, T4V 2R3, 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 or as outlined in the University of Alberta [Electronic Communication Policy for Students and Applicants](#).

## **26. 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 House Rules 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 qui 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.

## **27. UNIVERSITY WIRELESS SERVICE**

University Wireless Service (UWS) is broadcast in all University of Alberta residence buildings (except Learning Community/Theme House). The Resident agrees that any student owned or third party device interfering with the UWS signal must be switched off.

## **28. 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.

## **29. GENDER LANGUAGE AND JOINT/SEVERAL LIABILITY**

Whenever the plural is used the same shall be construed as meaning the singular and vice versa. In cases where gendered language is used, the masculine shall be construed as meaning the feminine as the sex or context requires; the masculine or feminine shall also be construed as meaning non-binary gender identities as appropriate. If this Residence Agreement is entered into by more than one person, all covenants and agreements in this Residence Agreement shall apply jointly and severally.

*This document was produced by Residence Services, University of Alberta, Augustana Campus, Camrose, Alberta, Canada T4V 2R3. Revised March 2019.*

*The personal information requested as part of the Residence application process has been collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of administering student housing and upon graduation for alumni engagement and philanthropic activities. Questions concerning the collection, use, or disposal of this information should be directed to our FOIPP Liaison Officer at [augres@ualberta.ca](mailto:augres@ualberta.ca).*

**THIS AGREEMENT** is made and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
**BETWEEN: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, Camrose, Alberta, represented by it's authorized officer, the Supervisor, Residence Services and Student Engagement (the "Landlord")**

**Per:**\_\_\_\_\_

**Last Name (The "Resident"):**\_\_\_\_\_ **First Name:**\_\_\_\_\_

**Room #:**\_\_\_\_\_ **Student ID#:**\_\_\_\_\_ **Contact Phone #:**\_\_\_\_\_

**Resident Signagure:**\_\_\_\_\_

**By signing this agreement, I agree to all of the terms and conditions of the Residence Agreement, the Community Standards and House Rules, the application procedures and the cancellation policy.**

I a affirm that the Landlord will not be responsible for any loss or damage incurred to my personal effects and that it would be my sole responsibility to obtain and maintain a personal tenant's insurance policy.

**If you DO NOT agree and have questions with respect to any of these terms and conditions and policies, DO NOT sign this agreement, or move into residence and contact Residence Services immediately at [augres@ualberta.ca](mailto:augres@ualberta.ca).**