

# STUDENT HOUSING AGREEMENT – 2021/2022

Nicola Valley Institute of Technology Student Housing  
4165 Belshaw Street  
Merritt, BC, V1K 1R1

## PREAMBLE

The Student Housing Agreement is a legal contract that outlines the obligations of the Student, the Institution and the Manager. The terms and conditions of this agreement have been designed to ensure that Students enjoy a safe, respectful community living environment that is conducive to academic success. Students are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Through the online Student Housing Application process Students are required to read and agree to the terms of this agreement before completing their application. Students are advised to download a copy of this document and save it for their records. Students are also advised to share a copy of this document with their Primary and Secondary Contacts identified in the application process. In some circumstances, the Manager may require that a hard copy of this agreement is signed, and in those circumstances, each of the pages of this agreement must be initialed by the Student.

## 1. INTRODUCTION

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Between: **Campus Living Centres Inc.** (the “Manager”), as agent for: **Nicola Valley Institute of Technology** (the “Institution”),

And: \_\_\_\_\_ (the “Resident”).

In consideration of the mutual covenants and agreements contained in this Student Residence Agreement (this “Agreement”), the parties covenant and agree as follows:

**1.01 Room/Suite.** The Manager grants the Student occupancy of single space within a shared Student unit in the Student Housing owned by the Institution known as: “**Nicola Valley Institute of Technology Student Housing**” (the “Student Housing”) for the duration of the Term. The number of Students sharing the unit is dependent on the unit assigned to the Student.

**1.02 Term.** The Term is related to the academic semesters of the Institution and the Student Housing “Move-in” and “Move-out” days detailed in **Table 1**. There are four types of Terms: (a) “Academic Year”, (b) “Fall Semester”, (c) “Winter Semester”, and (d) “Summer Semester.” Each semester commences at 08:00 a.m. on the “Move-in Day” and ends at 11:00 a.m. on the earlier of (i) the day following the completion of the Student’s last examination of the semester, or (ii) the “Move-out Day.” The Academic Year consists of two Institution semesters, the “Fall Semester” and the “Winter Semester.” Current students must apply to Housing for each Summer Semester and new Academic Year, with acceptance determined by merit, academic, and/or lottery considerations. In addition, and without limitation, Student Housing acceptance may be denied as a result of any previous violations of this Agreement. The Student must complete the housing application process for each term listed below. A new Student Housing Agreement will be issued to correspond with each term as per the student’s current housing application.

TABLE 1: Terms	Start (“Move-In Day”)	End (“Move-Out Day”)	Total Days In Term
Summer Semester 2021	May 5, 2021	August 20, 2021	107
Academic Year 2021-2022	September 1, 2021	April 26, 2022	224
Winter Semester 2022	January 5, 2022	April 26, 2022	111
* Customized By Manager			

**1.04 Extended Terms.** The Term of this Agreement may be extended by the Manager if the Student applies in writing for an “Extension” in accordance with the Managers published policies about Term Extensions. Extensions are subject to availability. Priority will be given to Students travelling from great distances, who demonstrate a special need, or who are enrolled in orientation or academic programs that begin early or continue beyond the Student Housing Term. Extensions may also be granted for any ‘Early Move-In’, ‘Late Move-Out’ or ‘Summer Student Housing’ programs offered by the

Manager. Students granted Extensions are subject to the fees detailed in **Table 3**. Any Student found occupying a Room outside of the Term without approval from the Manager are subject to additional fees over and above those detailed in **Table 3**.

<b>TABLE 3: Extended Terms</b>	<b>Start ("Move-In Day")</b>	<b>End ("Move-Out Day")</b>	<b>Fees</b>
Summer Semester 2021	May 1-4	August 11-13	\$50 per night for single room and \$100 for family suite
Academic Year 2021-2022	N/A	N/A	\$50 per night for single room and \$100 for family suite
Winter Semester 2022	N/A	N/A	\$50 per night for single room and \$100 for family suite
* Customized By Manager			

**1.05 Acknowledgement of Services and Responsibility of the Manager.** The Resident acknowledges that neither the Manager nor the Institution stands in loco parentis with respect to the Resident. The Residence provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow residents as opposed to residential care. The Manager is responsible for the maintenance and operation of the residence. The Manager, in consultation with the Institution, may from time to time, in its sole and unfettered discretion, establish and/or amend policies, protocols and guidelines to uphold and ensure compliance with the standards set forth by the Manager, all of which will constitute part of the Residence Community Living Standards or Institution Code of Conduct, as appropriate. The Resident hereby acknowledges and agrees that they are solely responsible for their compliance with / review of such policies, protocols and guidelines (as may be created, amended, revised or restated by the Manager) found at [nvhousing.ca](http://nvhousing.ca)

**1.04 Conditions of Occupancy.** The Resident may not occupy a Room, unless (i) the Resident is currently enrolled and maintaining status as a full-time student in good standing at the Institution; (ii) this Agreement is executed by all parties; (iii) all Residence Fees then due and payable are paid in full as stated in **section 2.03**; (iv) the Manager has designated a Room for the Resident and (v) the Resident meets any additional conditions to occupancy established by the Institution, including any vaccination conditions.

**1.05 Force Majeure.** Notwithstanding anything in this Agreement, if either the Manager or the Institution is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement (including, without limitation, delivery of occupancy of the Room) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; disease; epidemic; public health or safety concerns; war; act of God or other reasons whether of a like nature or not, which is not the fault of the Manager or the Institution which is delayed or hindered in or prevented from performing work or doing acts required under the terms of this Agreement, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period of the expiration of the period of the delay. The Resident hereby confirms their understanding that the Manager, in consultation with the Institution, may, in its sole and unfettered discretion, make such amendments to or policies, protocols and guidelines to alter the then in force Residence Community Living Standards or Institution Code of Conduct to address the cause(s) or effect(s) of such delay or delays.

**1.06 No Assignment.** This Agreement and the rights and privileges granted to the Student under it are not assignable by the Student and the Student may not sublet the Room. The Student may not permit the use of the Room by any other person, other than a person designated by the Manager. The Room or Student Housing services/facilities including the mailbox, telephone, internet or data connection may not be used for any business use.

**1.07 Scope.** The terms of this agreement apply to all Residents, for the entire duration of their stay, regardless if the dates of residency are outside of those listed in tables 1 or 2.

## **2. RESIDENCE FEES**

**2.01 Payment of Fees.** All amounts payable by the Student under this Agreement are payable to “CLC NVIT” and payment must be delivered to the Manager. All amounts payable under this Agreement may be paid by cash, certified cheque, bank draft, money order, debit, or online as designated by the Manager. Personal cheques will not be accepted. Academic results may be withheld and/or other academic sanctions are possible for failure to maintain an up to date financial account with Student Housing.

**2.02 Deposit.** Prior to Move-In, the Student must pay 1 month of Student Housing Fees and must pay a deposit (the “Deposit”). Deposit is to be held by the Manager and applied to the cost of repairing damage to the Room, any additional cleaning charges, and to any unpaid amounts owing by the Student under this Agreement. The amount of the deposit is detailed in **Table 4**. Upon the termination of this Agreement, provided that there are no damage claims, cleaning charges or unpaid amounts then owing, the Deposit will be refunded to the Student as described in **section 8** of this Agreement.

**2.03 Student Housing Fees.** The Student must pay the “Student Housing Fees” in accordance with the Rates and Payment Schedules detailed in **Table 4** for the right to occupy a Room during the Term. **Tables 2, 3 and 4** also detail additional Fees that the Student is subject to, including the

mandatory Student Housing Life Activity Fee and the cost of Extended Terms. If a hard copy of this agreement is required by the Manager, the Student is required to select one of the payment schedule options, by initialing their desired option.

<b>TABLE 4: Fees &amp; Payments</b>	
<p>1. The Deposit for the Academic Year 2021-2022 is <b>\$225.00</b>.</p> <p>2. The total amount payable for the Academic Year 2021-2022 includes a mandatory non-refundable <b>25.00</b> Residence Life Activity Fee, which subsidizes events and activities organized by the Residence Life Staff and Residence Council.</p>	
<b>Summer Semester 2021 Payment Schedule Single Room Type</b>	
(a)	<b>\$2,100.00</b> payable on or before <b>April 15, 2021</b> , at <b>5:00 p.m.</b> or
(b)	<b>\$2,100.00</b> payable as to <b>\$525.00</b> on or before <b>April 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>May 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>June 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>July 15, 2021</b> at <b>5:00 p.m.</b>
<b>Academic Year 2021 2022 Payment Schedule Single Room Type</b>	
(a)	<b>\$4,200.00</b> payable on or before <b>June 1, 2021</b> , at <b>5:00 p.m.</b> or
(b)	<b>\$4,200.00</b> payable as to <b>\$525.00</b> on or before <b>August 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>September 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>October 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>November 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>December 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>January 1, 2022</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>February 1, 2022</b> at <b>5:00 p.m.</b> and as to <b>\$525.00</b> on or before <b>March 1, 2022</b> at <b>5:00 p.m.</b>
<b>Summer Semester 2021 Payment Schedule 2 BEDROOM (FULL SUITE) STUDENT PRICING</b>	
<p>Individuals can share the 2 bedroom suite. In this case room rental will be split \$625 per month for both students. Roommates must check in and check out at same time. Should one roommate check out early, the remaining roommate is responsible for the full 2 bedroom rate of \$1,250 per month. Suites can only be occupied by members of the same sex (2 male or 2 female students).</p>	
(a)	<b>\$5,000.00</b> payable on or before <b>April 15, 2021</b> , at <b>5:00 p.m.</b> or
(b)	<b>\$5,000.00</b> payable as to <b>\$1,250.00</b> on or before <b>May 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>June 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>July 15, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>August 15, 2021</b> at <b>5:00 p.m.</b>
<b>Academic Year 2021 2022 Payment Schedule 2 BEDROOM (FULL SUITE) STUDENT PRICING</b>	
<p>Individuals can share the 2 bedroom suite. In this case room rental will be split \$625 per month for both students. Roommates must check in and check out at same time. Should one roommate check out early, the remaining roommate is responsible for the full 2 bedroom rate of \$1,250 per month. Suites can only be occupied by members of the same sex (2 male or 2 female students).</p>	
(a)	<b>\$10,000.00</b> payable on or before <b>June 15, 2021</b> , at <b>5:00 p.m.</b> or
(b)	<b>\$10,000.00</b> payable as to <b>\$1,250.00</b> on or before <b>August 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>September 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>October 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>November 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>December 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>January 1, 2022</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>February 1, 2022</b> at <b>5:00 p.m.</b> and as to <b>\$1,250.00</b> on or before <b>March 1, 2022</b> at <b>5:00 p.m.</b>
<b>Academic Year 2021 2022 Payment Schedule 2 BEDROOM (FULL SUITE) NVIT FAMILY HOUSING</b>	
<p>Must be a full time NVIT student with child.</p>	
(a)	<b>\$8,000.00</b> payable on or before <b>June 15, 2021</b> , at <b>5:00 p.m.</b> or
(b)	<b>\$8,000.00</b> payable as to <b>\$1,000.00</b> on or before <b>August 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>September 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>October 1, 2021</b> at <b>5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>November 1, 2021</b> at <b>5:00 p.m.</b>

	p.m. and as to <b>\$1,000.00</b> on or before <b>December 1, 2021 at 5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>January 1, 2022 at 5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>February 1, 2022 at 5:00 p.m.</b> and as to <b>\$1,000.00</b> on or before <b>March 1, 2022 at 5:00 p.m.</b>
<b>Customized By Manager Winter Semester 2022 Payment Schedule _____</b>	
(a)	\$ _____, payable on or before _____, 20__ at 5:00 p.m. or
(b)	\$ _____, payable as to \$ _____ on or before _____, 20__ at 5:00 p.m. and as to \$ _____ on or before _____, 20__ or
(c)	\$ _____, payable as to \$ _____ on or before _____, 20__ at 5:00 p.m. and as to \$ _____ on or before _____, 20__ at 5:00 p.m. and as to \$ _____ on or before _____, 20__ at 5:00 p.m.

**2.04 Non-Student Rates.** The Student Housing Fees payable under this Agreement are a special student rate for full-time students of the Institution. If the Student ceases to be a full-time student of the Institution, and wishes to continue to occupy a Room: (i) the Student must deliver a written request to the Manager no later than two (2) business days after ceasing to be a full-time student of the Institution, which the Manager may accept or reject in its sole and unfettered discretion, and (ii) if the request is accepted by the Manager, the Student must pay within two (2) business days of receiving notice of that acceptance (a) any unpaid Student Housing Fees (whether or not otherwise due) and (b) a supplementary fee equal to the difference between (1) the product of the number of days remaining in the Term as of two (2) business days after the date on which the Student ceases to be a full-time student of the Institution and the daily conference rate then charged by the Manager for rooms in Student Housing, minus (2) the Student Housing Fees.

**2.05 Interest.** Any amount payable by the Student under this Agreement which is not paid may be sent to a third-party collection agency. In lieu of interest charges, the Manager may choose to implement a late payment fee.

**2.06 No Waiver of Fees.** Nothing in this Agreement, nor any entry or repossession of the Room by the Manager releases the Student from any liability for the payment in full of all amounts payable under this Agreement for the Term.

### 3. HOUSING PROCEDURES

**3.01 Move-In Procedure.** The Student must follow all move-in times, dates and procedures outlined by the Manager. The Student will be notified of the date and time that the Student may move into the Room. If the Student wishes to move-in prior to the scheduled move-in day, the Student may do so at the Manager's then posted nightly rate and subject to availability (detailed in **Table 1 & 3**). Care is to be exercised in moving-in heavy objects to avoid damage to floor coverings, walls, doors and frames and any other part of the Student Housing. The Student shall be responsible to pay forthwith to the Manager the cost of any damage to the Room or the Student Housing arising from the move-in.

**3.02 Move-Out Procedure.** Prior to either (i) the expiry of the Term, or (ii) the date on which the Student is to vacate Student Housing (detailed in **Table 1 & 3**), the Manager, or designate, can be requested in advance by the Student to complete a visual inspection of the Suite to view the state of cleanliness and repair. If no request to inspect the suite is made by the Student, the inspection will take place once the Student has vacated the suite. In the event the Student chooses to have the inspection completed prior to vacating the suite, the Manager, or designate, will inspect the suite and inform the Student of potential damage and/or cleaning charges and outline what steps the student may take to mitigate charges. On vacating, all garbage and belongings of the Student must be removed, and the suite must be cleaned to the point of restoring the suite to its original condition. Once the Student has vacated, the Manager, or designate, will complete a documented visual inspection of the Suite. In the event deficiencies are found, the cost of cleaning the suite and restoring it to its original state may be deducted from the Student's original Deposit. There is a minimum cleaning charge of **\$25.00** and damage charges will be billed accordingly at the cost of restoring the suite to its original condition. Any items left behind by the Student will be immediately discarded; Student Housing shall not be liable to the Resident for any loss of property as a result. As with the "move-in procedures", care must be exercised to avoid damage to doors, frames, walls, floor coverings and any other part of Student Housing. The Student is financially responsible to pay forthwith for any damage caused on moving out of the Student Housing.

**3.03 Roommates.** The Student may be notified prior to move-in the name and contact information of their roommate (and vice-versa). This disclosure is to enable the roommates to get acquainted and to arrange bringing common supplies to the Student Housing. Roommate changes may be requested for cause at any time. The Manager's first priority is to try to mediate any dispute between roommates. If a roommate change is required roommates may be moved to different Rooms (subject to availability within the Student Housing and to the Manager discretion), unless another agreement can be reached amongst all parties involved.

**3.04 Room Reassignment.** The Manager may in its sole and unfettered discretion, relocate the Resident to another Room upon 48 hours advance written notice. The Resident agrees to comply with the terms of any relocation notice and to remove and relocate the Resident's property to the Room designated in the relocation notice. Residents are required to comply with any de-densifying efforts required on campus due to Covid-19 or other public health or safety Student Residence Agreement - 2021-2022 – Nicola Valley Institute of Technology Student Housing

emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event that the Manager must relocate students as part of a de-densifying strategy due to public health, safety or other concerns for an extended period of time and alternative housing is not available, the Manager may, in its sole and unfettered discretion, pay impacted students fair and reasonable reimbursement (as determined by the Manager) as appropriate and based on information available at that time and in full and final satisfaction of the Manager's and the Institution's obligations hereunder.

**3.05 Deliveries and Solicitation.** The Manager may control access to the Student Housing for deliveries. The Manager may allow reasonable access to political candidates or their representatives for the purpose of canvassing for support and delivering pamphlets.

**3.06 Lost Keys, Lock Outs.** The Resident will be responsible for the cost of replacing lost keys (e.g., room key, mailbox key, etc.) at a cost determined by the Manager, to a maximum of \$20.00 per key. If the Resident is locked out of the Resident's Room, the Resident will pay a fee for letting the Resident into the Room, to a maximum of \$5.00, or will be provided with a temporary key to be returned immediately after use. Failure to return a temporary card in the time allotted will result in a replacement fee to a maximum of \$20.00.

## 4. STUDENT HOUSING FACILITIES, MAINTENANCE AND SERVICES

**4.01 Responsibility for Damages.** Within 24 hours of taking possession of the Student's assigned Room, the Student must complete a "Room Inspection Report", listing all damage to and deficiencies in the Room and its furnishings, fixtures and equipment. At all times during the Term, the Student must maintain the Room and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession of the Room is given to the Student (or if the Manager repairs any damage or deficiency noted in the Room Inspection Report, to the same standard and condition as exists after repairing that damage or deficiency), subject to typical wear and tear. The Student and any other person sharing a Room with the Student are jointly and individually liable for any damage to or deficiency in the Room and its furnishings, fixtures and equipment, other than damage and deficiencies noted in the Room Inspection Report which are not repaired by the Manager. The Student must give the Manager prompt written notice of any accidents, damage or malfunctions of any kind to the Room or its furnishing, fixtures and equipment. The Student shall keep a copy of each such notice.

**4.02 Liability of Student.** The Student is liable for any damage to the building structure, fittings, fixtures, finishes, furniture and equipment comprising the Student's Room, except only if such damage is caused by the proven negligence of the Institution or the Manager. The Student is liable for any damage to the building structure, fittings, finishes, furniture and equipment beyond the confines of the Student's Room should the damage arise from the negligence or willful act of the Student. The Manager and the Institution do not assume any responsibility for personal property that is lost, stolen or damaged from any cause. The Student is strongly encouraged to obtain insurance to cover the above liabilities. Student Housing does not purchase such protection for personal property. The Student must also take positive steps to ensure their safety by locking Room doors, and ensuring that only authorized persons enter their Room, suite and/or the building.

**4.03 Damages to Common Areas.** Students are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. The Student may be held financially responsible for damage to any part of Student Housing (interior/exterior common areas) if the Student, or guest of the Student is found to be directly or indirectly involved in said damage. Common areas include and are not limited to; the corridors, lounges, laundry rooms, stairwells, the exterior of Room doors, parking lots and any other public areas of the Student Housing. All charges for damages to common areas in Student Housing that cannot be traced to those directly responsible will be split equally among the occupants of the building, wing, floor, or section of the Student Housing deemed fair and appropriate by the Manager.

**4.04 Room Entry.** The Manager subscribes to the principle that Students are entitled to enjoy a reasonable right to privacy in their Student Housing Rooms. However, the Student acknowledges that the Manager is entitled, without notice and without the Student being present, to have authorized staff, the Institution's security services, emergency services, or the police enter the Room at reasonable times under the following conditions: (a) to provide repair and maintenance services as detailed in section 4.05 of this Agreement; (b) to provide housekeeping services as detailed in section 4.06 of this Agreement; (c) to ensure the safety and security of the Student and/or when there is reasonable cause to believe an emergency situation has arisen; (d) during the Winter Break to provide routine maintenance; (e) when there is reasonable cause to believe that terms of this Agreement and/or the Residence Community Living Standards detailed in section 7.01 and/or the law is being violated. Authorized staff are supplied with a uniform and identification that is visible at all times.

**4.05 Maintenance by the Manager.** Throughout the Term the Manager will inspect, maintain, repair and replace elements of the Student Housing in order to keep the Student Housing in a good condition and state of repair, complying with health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

**4.06 Housekeeping Service and Cleanliness.** Housekeeping Service will be provided to clean only the common areas (kitchens, lounges, hallways, stairwells and washroom areas) of the Student Housing on a regularly scheduled basis as posted by the Manager. This Housekeeping Service is not optional. Students must ensure that all counters and sinks are clear of any dishes, appliances, or any other personal items. As part of the Housekeeping Service, the common areas will be inspected. Should the common areas be found in an unhygienic state, the Student(s) will be given 24 hours to return it to a proper state, or it will be cleaned at the discretion of the Manager with a minimum charge of **\$25.00**, per student, per infraction. The Student shall, at all times during the Term, keep all parts of the Student Housing clean, including and not limited to; floor coverings, doors, walls, ceilings, kitchenette appliances, counters,

cupboards, faucets, sinks, furniture, glass, window frames, and other furnishings. Vacuums, brooms, and mops may be signed out at the front desk, subject to availability.

**4.07 Limitation on Liability of Manager.** Unless arising as a result of their gross negligence, the Manager and the Institution shall not be liable to the Resident for any loss or damage, however caused to the Resident, the property of the Resident or to the property of the Resident's guest(s) while in the Residence or on the lands on which the Residence is situated. Without limiting the generality of the foregoing, such property includes and is not limited to, personal property of the Resident (including their vehicle(s) and their contents) and damage includes and is not limited to; damage caused by the failure of the plumbing or heating system or any other building system, defects in the structure of the Building, water or snow penetration, exterior weather conditions, damage arising from any cause beyond the control of the Manager or Institution, and any damage or injury arising from the activities of employees, contractors or agents of the Manager and the Institution. The Resident agrees that by executing the Agreement and residing in the Residence, they are acknowledging that they understand and freely assume the risks associated with communal living, including but not limited to risks of potential exposure to physical, mental or emotional harm or injury, communicable diseases and other contagious viruses. Accordingly, the Resident on their own behalf and on behalf of their successors, beneficiaries and next of kin hereby waives their right to demand or make any claim against (and indemnifies, releases and covenants and agrees to hold harmless each of) the Manager, the Institution, their agents, contractors, officers, directors, governors, management, successors, assigns, students and employees from or in relation to any and all damages, physical or other harm, death, liability, claims, expenses or loss due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care (collectively, "Claims") arising under or related to this Student Residence Agreement and the provision of services or accommodation, including but not limited to exposure to communicable diseases and contagious viruses. The Resident further agrees to take all reasonable precautions and follow recommendations by public health authorities to mitigate the spread of communicable diseases while living in the Residence community. Failure to follow the Student Residence Agreement and measures related to said communicable diseases (including but not limited to Covid-19), or failure to follow directions from staff regarding communicable disease related rules or measures may result in standards action up to and including eviction from residence.

**4.08 Heating of Room.** Throughout the Term the Manager will provide a heating system sufficient to provide a comfortable temperature in the Room and will operate, maintain and repair that heating system. During any period in which the heating system is not functioning to the standards set out above, the Manager will use commercially reasonable efforts, after receiving notice of the deficiency, to have the system repaired and functioning as soon as may be possible in the circumstances. In no event however, is the Manager liable to the Student for any consequential illness or discomfort and the Manager shall not be deemed to be in default of its obligations under this Agreement, so long as it is using commercially reasonable efforts to have the system repaired.

**4.09 Prohibited Items.** Only refrigeration appliances supplied with the Room are to be used. No other refrigeration items are to be brought into the Room. In order for appliances to be used in Student Housing, they must bear a visible serial number and a CSA or UL identification tag. Irons, toaster ovens, coffee makers, electric kettles protected by automatic "shut off" may be used. Appliances found in rooms that do not bear a CSA or UL identification tag will be removed by the Manager at the Student's expense, without liability to the Manager for spoilage or damage to the appliance removed. The following are prohibited: open coil hot plates, deep fryers, indoor barbecues, fondues and the like; pets; candles, incense, lava lamps, halogen lamps, large musical instruments or noise producing devices such as subwoofers and PA systems, illegal substances, alcohol and illegal drug paraphernalia, single serving glass alcohol containers (i.e. beer bottles, coolers, etc.), novelty glass liquor bottles, and large common source containers (i.e. kegs, 60oz containers); weapons, replica weapons, or any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill.

**4.10 Cable Television, Telephone & Internet Services.** Long Distance calling may be done only through the use of a prepaid phone card or by charges made to a third party number if using a provided, in room telephone. Neither the Institution nor the Manager guarantees the availability of telephone service or cable television services. If the Resident wants additional cable television, telephone or internet service above and beyond any that may be provided as "standard" in the Residence, the Resident must submit full details to and request and obtain the prior written approval of the Manager and Institution. With respect to Internet Services, the Institution may at its discretion only allow either the standard provided service or the approved alternate service and not both at the same time (Residents will need to complete the Institution's standard forms issued by their IT department). Cutting of wiring, boring of holes, the use of wireless routers, routers, or switches are not permitted. Any unauthorized services or equipment may be removed by the Manager, at the Resident's expense, without notice or liability. All Residents are subject to the Institution's and/or Service Provider's current Internet, cable television and telephone enrolment and usage policies.

**4.11 No Moving of Supplied Furnishings.** All furnishings and equipment supplied with the Room shall remain in the Room for the duration of the Term. All furnishings, if rearranged, must be returned to their original position found at the commencement of the Term. No common area furniture is to be moved into the Room. Charges will apply otherwise.

**4.12 No Removal or Substitution.** The Student may not remove, alter or change any property in the Room which is provided on occupancy or at any other time during the Term, including and not limited to; furnishings, fixtures, equipment, television sets, appliances, window screens, floor coverings and any mattress covering. The Student shall use all such items only for their intended purpose.

**4.13 No Renovation or Installation.** The alteration or renovation of the Student Housing facilities, furniture, fixtures, or equipment supplied in the Room is not permitted. The lock(s) provided by the Manager are the only locks to be used to secure the door to the Room. No other locks may be installed by the Student and the Student may not change the keying of the lock(s) which are provided. Unauthorized changes to temperature settings or duct or diffuser settings in the Room,

and any attempt to make changes to the heating system in the Room are prohibited. The Student may not install any electrical equipment which will overload the capacity of a circuit. Altering or otherwise tampering with electrical systems is prohibited. The Student may not install furnishings or equipment of any kind (including and not limited to; shelving, light fixtures, audio or visual equipment, satellite dishes and radio or television antenna(e)), without the prior written consent of the Manager. If any such furnishing or equipment is installed without the Manager's consent, the Student will immediately remove it after notice from the Manager, failing which the Manager may remove the furnishing or equipment at the expense of the Student without further notice and without liability to the Student for any damage to the furnishing or equipment so removed. The Student is responsible to pay the costs of repairing all damage to the Room or Student Housing caused by the installation and removal of any furnishing or equipment installed by the Student, whether installed with or without the Manager's consent. The Student also is liable for any damage to property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by the Student, whether installed with or without the Manager's consent.

**4.14 Decorations.** The only acceptable form of affixing items to walls is the use of white sticky tack, and must be removed by the Resident prior to move out, or be subject to removal charges. Spikes, hooks, screws, tacks or nails or any permanent adhesion type tape shall not be put into or on the walls or woodwork, ceilings, furnishings, doors or windows of any part of the Student Housing. Students may not decorate the outside of their room door unless for special occasions approved by the Manager. Strings of indoor lights should not be in direct contact with any flammable materials and should not be left on while the room is unattended.

## 5. ROLE OF THE PRIMARY AND SECONDARY CONTACTS

**5.01 Primary and Secondary Contact(s).** The Student, in executing this Agreement, is required to identify a "Primary Contact" and a "Secondary Contact". It is strongly recommended that these contacts are parents or legal guardians of the Student. The Primary Contact serves as the individual that is contacted by the Manager if concerns or problems arise with the Student, as detailed in **section 5.02** below. If the Primary Contact is not available, the Secondary Contact will be contacted.

**5.02 Consent to Contact Primary and Secondary Contact(s).** In most circumstances, Students will be treated without reference to their parents, guardians or primary/secondary contacts (i.e. student conduct situations). However, the Manager or the Institution may contact the Primary or Secondary Contact at any time and for any purpose, including, without limitation, to advise the them of (i) any accident or injury to the Student, (ii) any default by the Student under this Agreement, or (iii) any situation where the Resident may cause harm to themselves or to another, or (iv) if the Student is placed on Student Housing Probation or issued any behavioural contract or Eviction by the Manager. The Manager or the Institution may disclose the Student's personal information in such communications, and the Student hereby consents to this disclosure.

## 6. FREEDOM OF INFORMATION

**6.01 Freedom of Information.** "I consent to the Manager and the Institution collecting and disclosing to each other personal information about me concerning any misconduct or alleged misconduct by me, or any misconduct of others reported or witnessed by me, for the purpose of the Manager and the Institution using that personal information to administer their respective rules of conduct and disciplinary proceedings. Such information includes, and is not limited to, my grades in school, my academic status, any alleged misconduct by me, my response to such an allegation, the substance and status of any disciplinary proceedings and the penalty, if any, imposed. Personal information includes, and is not limited to the Institution confirming to the Manager, my status as a full time student, academic status, federal loan status, and provincial loan status for the purpose of room allocation. Personal information also includes, but is not limited to access my official college identification number and photograph in order to verify my identity for the facilitation of services and for investigations that are being conducted by the Manager or the Institution." For the purposes of this consent, the Manager and the Institution include their officers, employees and security contractors who have a reasonable interest in receiving the personal information.

**6.02 Activity Waiver.** On an on-going basis, the Institution and/or the Manager arranges a number of social, sporting and other activities for students of the Student Housing, both in the Student Housing building and at other on-campus and off-campus locations (individually, an "Activity" and collectively, the "Activities"). Activities may have inherent risks associated with participation in them. Participation in all Activities is completely voluntary and the Student may elect not to participate in any Activity. The Student specifically acknowledges that in the event that the Student elects to participate in any Activity, (i) the Student is warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury, (ii) the Student has voluntarily elected to participate in the Activity notwithstanding those risks. The Student acknowledges and assumes all risks of personal injury and all other hazards (i) arising from or related in any way to participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity and the Student agrees that the Institution and the Manager and each of their respective officers, directors, shareholders, employees and agents (as applicable) are expressly released and forever discharged by the Student from all claims of any nature or kind whatsoever (i) arising from or relating to the Student's participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity.

**6.03 Photograph Waiver.** The Student grants permission to the Institution and/or the Manager to use photographs or videotapes taken of the Student in or about the Student Housing for use (i) in advertising, direct mail, brochures, newsletters and magazines relating to the Institution, the Manager or the Student Housing, (ii) in electronic versions of the same publications or on web sites or other electronic form or media relating to the Institution, the Manager or the Student Housing, and (iii) on display boards within the Student Housing or the Institution, all without notification. The Student waives Student Residence Agreement - 2021-2022 – Nicola Valley Institute of Technology Student Housing

any right to inspect or approve any finished photograph or videotape or any electronic matter that may be used in conjunction with a photograph or videotape now or in the future and waives any right to royalties or other compensation arising from or related to the use of any such photograph, videotape or electronic matter.

## 7. RULES AND REGULATIONS

**7.01 Student Housing Community Living Standards.** The Student Housing Community Living Standards (“HCLS”) forms a part of this Agreement. It details the rights, responsibilities, and privileges of Students as well as the residence conduct process. Each Student is responsible for reading, understanding, and adhering to the terms outlined within the HCLS. The Manager and the Institution may amend the terms of the HCLS from time to time and may post the amendments in the Residence. Failure to abide by the HCLS may result in eviction from Student Housing and termination of this Agreement as per the violations and sanctions outlined in the HCLS, and as stated in **section 8.01(d)**. The HCLS can be found online at: [www.nvithousing.ca](http://www.nvithousing.ca).

**7.02 Institution Standards.** Students are also responsible for reading, understanding and adhering to the academic and non-academic policies and procedures that have been established by the Institution, including the Code of Conduct and its penalties.

## 8. TERMINATION AND CANCELLATION

**8.01 Termination by the Manager.** This agreement may be terminated by the Manager if: (a) the Student fails to check into their assigned Room within five (5) days of the first day of the Semester; (b) the Student abandons their Room as detailed in **section 8.03** of this Agreement; (c) the Student decides not to accept the Room they were assigned, or any alternate Rooms offered to them during the course of this Agreement; or (d) the Student violates any of the terms of this Agreement, including violations of the Housing Community Living Standards or Institution Standards. The Manager may notify the Primary or Secondary Contact by phone or e-mail of the termination of the Student’s residency at the same time, if possible, as written Notice of Termination of Residency is delivered to the Student. If the Student is unavailable to receive service of the notice in person, then delivery of the notice to the Student’s Room shall be deemed proper service and delivery. The Student will be allowed 24 hours from the date and time of delivery of the Notice of Termination of Residency to fully vacate and remove all personal belongings from Student Housing.

**8.02 Termination or Cancellation by the Student.** If the Student wishes to terminate this Agreement or cancel their Student Housing application, the Student must notify the Manager in writing via the online Student Housing cancellation/withdrawal form. To cancel this Agreement, the Student is expected to demonstrate that they are no longer enrolled in classes at the Institution or provide evidence of exceptional circumstances beyond their control. Please note that Student Housing operates independently from the Institution and if the Student cancels their application or enrolment at the Institution, they will also need to cancel their Student Housing application. Refunds will be issued by the Manager as detailed in **section 8.06**.

**8.03 Abandonment.** If the Student vacates the Room prior to the expiry of the Term without the Manager’s prior agreement, the Room will be deemed abandoned by the Student. In that event, the Manager may (i) repossess the Room without liability to the Manager, and (ii) enter into an agreement for the occupancy of the Room with a third party.

**8.04 Termination Procedures.** Upon the termination of the privileges of this Agreement, the Student shall, forthwith vacate the Room within the time frame given, and deliver to the Manager vacant possession of the Room together with all of the furnishings, fixtures, appliances and telephone of the Student Housing, and the furnishings and fixtures shall be in good condition, with reasonable wear and tear excepted. The Student will follow the Move-out Procedures explained in **section 3.02** of this Agreement and all additional directions communicated by the Manager.

**8.05 Failure to Vacate.** If the Student does not vacate the Student Housing on the expiry or early termination of this Agreement, (i) the Student is liable for any financial loss sustained or incurred by the Institution or the Manager, and (ii) the Manager may remove the property of the Student from the Room (whether or not the Student is present at the time), and place the property in temporary storage in a location in the Student Housing of the Manager’s choice, at the Student’s expense, without notice to the Student and without liability to the Manager for any damage to or loss of the Student’s property.

**8.06 Refund Procedures.** Upon the termination of this Agreement or housing application by the student, as detailed in section 8.02, the Residence may be entitled to a partial refund of Housing Fees, without interest, within eight (8) weeks of the student vacating student housing or cancelling their housing application. The refund will be in the form of a cheque mailed to the students permanent address on file in the students name only. If a student requires a cheque to be reissued as a result of the student not providing an updated address prior to vacating student housing and/or canceling their housing application, a charge of \$50 may be applied. Refunds are issued based on the following:

**8.06 (a) Academic Year (and Fall only) Applications/Agreements (Detailed in Table 5)**

- (i) If the Student’s written cancellation request is received by the Student Housing Manager on or before **June 15 (Deadline 1)**, whether the Student has been accepted into Student Housing or not, the Student will receive a full refund of the Deposit and any Student Housing Fees paid to date.
- (ii) If the Student has been accepted into Student Housing and the Student Housing Manager receives the Student’s written cancellation request after **June 15 (Deadline 1)** but on or before **August 1 (Deadline 2)**, then the Student’s Deposit will be forfeited. The Student will receive a full refund of any Residence Fees paid to date.



- (iii) If the Student is on the wait list for Student Housing and the Student Housing Manager receives a written cancellation request before the Student is accepted to Student Housing, then the Student will be refunded the full Deposit.
- (iv) If the Student is on the wait list and a space becomes available after **June 15 (Deadline 1)**, the Student will be offered a space in Student Housing and asked to confirm the status of the Student's Student Housing acceptance within 24 hours. After confirmation to the Student Housing, all regular cancellation policies and payment deadlines apply.
- (v) If the Student has been accepted into Student Housing and the Student Housing Manager receives the Student's written cancellation request after **August 1 (Deadline 2)**, but on or before the first day of the Term (**Deadline 3**), then the Student will be charged a late cancellation fee. The cancellation fee will be equivalent to **45 days** of Student Housing Fees. The Deposit will be refunded less any damages, charges or money owing to the Student Housing.
- (vi) If the Student Housing Manager receives the Student's written cancellation request after the first day of the Term (**Deadline 3**) and on or before **November 15 (Deadline 4)**, then the Student will be charged for **each day they occupy a Student Housing Room plus a cancellation fee**. The Student must complete all Move-out Procedures detailed in **section 3.02** before cancellation fees and refunds will be assessed and issued. The cancellation fee will be equivalent to **60 days** of Student Housing Fees. The Deposit will be refunded less any damages, charges or money owing to the Student Housing.
- (vii) If the Student Housing Manager receives the Student's written cancellation request after **November 15 (Deadline 5)**, then the Student will be charged for **each day they occupy a Student Housing room plus a cancellation fee**. The Student must complete all Move-out Procedures detailed in **section 3.02** before cancellation fees and refunds will be assessed and issued. The cancellation fee will be equivalent to **90 days** of Student Housing Fees. The Deposit will be refunded less any damages, charges or money owing to the Student Housing.

**8.06 (b) Winter and Summer Applications/Agreements (Detailed in Table 5)**

- (i) If the Student's written cancellation request is received by the Student Housing Manager on or before **Deadline 1**, whether the Student has been accepted into Student Housing or not, the Student will receive a full refund of the Student's Deposit and any Student Housing Fees paid to date.
- (ii) If the Student is on the wait list for Student Housing and the Student Housing Manager receives a written cancellation request before the Student is accepted to Student Housing, then the Student will be refunded the full Deposit.
- (iii) If the Student is on the wait list and a space becomes available, the Student will be offered a space in Student Housing and asked to confirm the status of the Student's Student Housing acceptance within 24 hours. After confirmation to the Student Housing, all regular cancellation policies and payment deadlines apply.
- (iv) If the Student has been accepted into Student Housing and the Student Housing Manager receives the Student's written cancellation request after **Deadline 1**, but on or before the first day of the Term (**Deadline 2**), then the Student will be charged a late cancellation fee. The cancellation fee will be equivalent to **45 days** of Student Housing Fees. The Deposit will be refunded less any damages, charges or money owing to the Student Housing.
- (v) If the Student has been accepted into Student Housing and the Student Housing Manager receives the Student's written cancellation request after the first day of the term (**Deadline 3**) then the Student will be charged for **each day they occupy a Student Housing room plus a cancellation fee**. The cancellation fee will be equivalent to **60 days** of Student Housing Fees. The Deposit will be refunded less any damages, charges or money owing to the Student Housing.

<b>TABLE 5: Refunds, Cancellation Fees, and Deadlines</b>						
Late applicants will be subject to the same cancellation deadlines outlined below. The cancellation date is the date the student vacates the Residence.						
<b>Terms</b>		<b>Deadline 1</b>	<b>Deadline 2</b>	<b>Deadline 3</b>	<b>Deadline 4</b>	<b>Deadline 5</b>
<b>Summer Applications &amp; Agreements</b>	<b>Date</b>	On or before April 1	After April 1 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Deposit and Student Housing Fees.	Deposit and Student Housing Fees refunded. Cancellation Fee equivalent to 45 days of Student Housing Fees.	Charged for each day they occupy a Student Housing room plus a cancellation fee equivalent to 60 days of Student Housing Fees.		

<b>Academic Year Application &amp; Agreements</b>	<b>Date</b>	On or before June 15	After June 15 On or before August 1	After August 1 On or before Move-In Day	After Move-In Day On or before November 15	After November 15
	<b>Fee</b>	Full refund of Deposit and Student Housing Fees.	Forfeit Deposit.	Deposit and Student Housing Fees refunded. Cancellation Fee equivalent to 45 days of Student Housing Fees.	Charged for each day they occupy a Student Housing room plus a cancellation fee equivalent to 60 days of Student Housing Fees.	Charged for each day they occupy a Student Housing room plus a cancellation fee equivalent to 90 days of Student Housing Fees.
<b>Winter Applications &amp; Agreements</b>	<b>Date</b>	On or before December 1	After December 1 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Deposit and Student Housing Fees.	Deposit and Student Housing Fees refunded. Cancellation Fee equivalent to 45 days of Student Housing Fees.	Charged for each day they occupy a Student Housing room plus a cancellation fee equivalent to 60 days of Student Housing Fees.		

**8.07 Payment after Notice of Termination.** The Manager's acceptance of any payment of arrears or of any other payment for the use or occupation of the Room, after delivery of a notice terminating this agreement to the Student, does not operate as waiver of a notice of termination, nor reinstatement of this Agreement.

**8.08 Binding Effect.** Each reference in this Agreement to the Manager, the Institution, and the Student includes their respective heirs, estate trustees, legal representatives, successors and assigns, as applicable.