

HOUSING CONTRACT

between:

THE UNIVERSITY OF REGINA (the "University")

and

THE RESIDENT (the "Resident")

LAST NAME, FIRST NAME

The University agrees to provide accommodation to the Resident for the room type, Housing Fee amount, and length of term as stated in the Resident's Letter of Offer. This Housing Contract, together with Letter of Offer and the Housing Handbook made available to each Resident online, collectively constitute the terms and conditions of the Resident's agreement with the University. In the event of inconsistencies between this Housing Contract, and the Housing Handbook, this Housing Contract shall govern the contractual obligations of the University and the Resident.

By signing this contract, you are:

- a. entering a legally binding contract with the University for accommodation in student Housing, managed and operated by Housing Services;
- b. incurring financial obligations to the University and agreeing to pay all amounts owing to the University under this Housing Contract without deduction, set-off or demand; and
- c. Confirming that you agree to comply with the terms and conditions as set out in this Housing Contract, the Letter of Offer and the Housing Handbook, a copy of which has been made available to you in electronic form.

1. The Term

By accepting an accommodation offer from the University, the Resident is entering a contract as follows:

The Term shall begin on August 28, 2023, and shall end 24 hours after the Resident's last winter-semester exam, for-credit academic commitment, or April 29, 2024, whichever occurs first.

Early Arrival: Where the Resident applies, and is approved in writing, for an earlier arrival date than that set out in the Letter of Offer, the Term shall begin effective the date the Resident takes possession of the assigned room keys and signs this Housing Contract as set out below.

If the Resident requests to stay beyond the Fall/Winter academic period, the Resident may be required to change rooms as per section 3.a.

2. Eligibility for On-Campus Housing

During the Term the Resident must be and remain:

- a. registered as a full-time University of Regina student (in a minimum of 9 credit hours for undergraduate students and 6 credit hours for graduate students);
- b. registered full-time with another Saskatchewan post-secondary institution; or
- c. Have written approval of the University to live in Student Housing.

Residents who cease to be registered students, or are banned from Student Housing or the University, are not eligible for on-campus Student Housing.

3. Accommodation

a. Room Assignment

The University will attempt to assign preferred room types as stated in the Resident's application, however, this does not guarantee any particular type of accommodation. The University reserves the right, at any time, with or without notice, to assign a different room, unit, residence building, or roommate to consolidate vacancies or for any other purposes. In such cases, the Resident is responsible for the applicable fees of the new accommodation and any associated mandatory Dining Plan fees. The University is not responsible for any moving costs. Residents may be required to change rooms temporarily due to illness of the Resident or of others housed within the residence building, unit or area. The Resident may not change assigned rooms without the consent of the University. The assigned room may only be occupied by the Resident. Rooms will be assigned based on the gender identified in the Housing Application along with requests for specific gendered assignments, e.g. female only apartment.

b. Security Deposit

Upon receipt of the Letter of Offer, the Resident must pay a \$400 Security Deposit unless this has already been paid during the application process.

Deposits must be received by the deadline specified in the Letter of Offer. The University reserves the right to offer the room to another applicant if the Deposit is not paid by the applicable deadline.

The Security Deposit is non-refundable after the date specified in the Letter of Offer. The Security Deposit, or a portion thereof, may be refunded or applied against the cost of cleaning, repairing damage to, or replacing missing items in, the assigned room, suite or Student Housing premises (including as described in the Housing Handbook)

c. Move-In

Residents may move into their assigned room on the date outlined in this Housing Contract. Residents are required to move in by the first day of classes, unless an alternate arrangement has been agreed to in writing by the University. If a Resident fails to move in by the first day of classes, without making prior arrangements, the Housing Contract may be terminated and the Security Deposit may be forfeited.

d. Move-Out

Residents are required to vacate, remove all belongings and clean the room/suite by the Check-Out Date specified in the Resident's Letter of Offer. Failure to do so, without the prior written consent of the University, will result in the Resident being liable to pay additional daily fees based on current Hospitality Services rates. The Resident is to leave the room/suite in the same condition as when the Resident moved in, with exception of reasonable wear and tear, determined solely at the discretion of Housing Services. If the University is required to clean, repair damage to, or replace missing items in the assigned room/suite or student Housing generally, other than what may be caused by reasonable wear and tear, the University may charge applicable fees as outlined in the Housing Handbook and/or withhold and apply the Security Deposit to such amounts. Any property left in the room/suite at the end of the Term will be considered abandoned. The University will remove and dispose of such property. The University will not be responsible for loss or theft of, or damage to, non-University property. Items left in storage lockers within residence will be held for 8 months following move-out. If the Resident who owns the item does not return to housing or claim them within 8 months, the item(s) will be removed and disposed of.

At the end of the Term, the Resident must check out at the Housing Services Office and return all keys and access fobs/cards. A Room-Condition-Report will then be completed by the Housing Services Staff after check-out, unless an appointment has been pre-arranged by the Resident to be present during the inspection.

e. Use of Space

- i. The Resident will use the room/suite for the purpose of a residence and for no other purposes. Residents are not permitted to engage in any commercial activity in assigned rooms, suites, or Student Housing premises without written permission of the University.
- ii. The Resident will not bring an animal or pet of any kind into Student Housing premises without prior written approval from the University; Residents must obtain prior written approval from the University for Assistive Animals. Resident's who need an Assistive Animal must register with Student Accessibility.
- iii. The Resident shall not at any time during the Term, engage in offensive or illegal activities.

f. Unauthorized Occupancy

All of the rooms and suites within Student Housing are single occupancy only. Residents are not permitted to share assigned rooms or suites with any other person, with exception of occasional guests, in accordance with the policy set out in the Housing Handbook. Residents are not permitted to assign their rights under this Housing Contract, or sublet the assigned room or part of any suite.

g. Terms and Conditions

The Resident agrees to abide by all terms and conditions related to the use and occupancy of student Housing which may be made from time to time by the University including those set out in the Housing Handbook, all of which are incorporated by reference into this Housing Contract. A breach of any of such terms and conditions shall constitute a breach of this Housing Contract.

The Resident agrees to act in a responsible manner so as not to compromise his or her own safety or endanger the health or safety of others. The University reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.

4. Dining Plans

If the Resident occupies an assigned room type that requires a Dining Plan, the Resident shall be required to contract and pay for a Dining plan with the appointed University of Regina Food Service provider, under and pursuant to the Dining Plan Contract, which shall form a part of this Housing Contract. Failure to purchase a dining plan may result in fines added to the resident's account. Exceptions are granted for medical reasons only and require registration with Student Accessibility.

5. Contract Termination

This Housing Contract shall remain in effect and binding for the full Term unless earlier terminated in accordance with the provision of this Housing Contract. The University is under no obligation to renew this Housing Contract.

a. Termination by Resident

The Resident may request to terminate this Housing Contract prior to the specified Check-Out Date, by submitting a Contract Cancellation Request Form to Housing Services by no later the last business day of the month preceding the month in which the Resident wishes to terminate the Housing Contract. Notice after the last business day of the month shall not be effective until the end of the following month. All Contract Cancellation Requests are subject to approval by Housing Services; only medical reasons requiring withdrawal from courses or Residents who are withdrawing or concluding their program will be considered and Residents are required to provide supporting official documentation for the request as outlined in the Housing Handbook. Residents who terminate their Housing Contract prior to the specified Check-Out Date will forfeit their Security Deposit.

b. Room Abandonment

Residents who cancel their Housing Contract without approval from Housing Services will be considered to have abandoned their room and will be charged the lesser of: a departure fee of \$1,000.00, or, the remaining amount owed in accordance with their Housing Contract. Additionally, the Resident may forfeit their Security Deposit.

c. Termination by the University of Regina

The University reserves the right to terminate a Housing Contract at any time by providing 24 hours' notice to the Resident, including but not limited to:

- a. The Resident fails to pay Housing Fees or other amounts owed to the University by the applicable deadline (Security Deposit will not be refunded)
- b. The Resident no longer meets the Housing eligibility requirements (Security Deposit may be refundable)
- c. The Resident:
 - i. Breaches or contravenes any provision of this Housing Contract or the Housing Handbook; or
 - ii. The University determines that the continued presence of the Resident in Student Housing premises is contrary to the best interests of other residents or the University generally, or the Resident is considered a risk of harm to another resident, student, staff, guest or the Student Housing premises. For further certainty, harassing or violent behavior will result in immediate eviction.

In each case the Resident will be required to vacate the room/suite and Student Housing premises immediately upon notice from the University. The Resident will forfeit their Security Deposit and will be responsible for all fees incurred up to the date of contract termination, including additional related Housing Fees that may be incurred following inspection of the premises.

d. Survival of Terms

All outstanding obligations of the Resident to the University under this Housing Contract shall survive the expiration of the Term or the termination of this Housing Contract.

6. Payment and Fees

Residents may pay Housing Fees at the Housing Services Office or online through the University of Regina Online Housing Services Portal. Payments are also accepted online via UR Self-Service, electronically via wire transfer payment (Flywire by peer Transfer), or in person at Financial Services. Note that online payments made through UR Self-Service, or at Financial Services, may be credited to towards any outstanding tuition balances, before being applied to Housing Fees.

Housing Fees

The Resident agrees to pay their Housing Fees on or before the first day of classes each semester, unless a Payment Plan has been agreed to in writing by the University. Payment Plans require submission of a Payment Plan Request via the University of Regina Online Housing Services Portal.

7. Maintenance and Service

The University shall, except with respect to Student Housing premises that are destroyed to such an extent as to be uninhabitable: (a) maintain the Student Housing premises and keep them in a good state of repair and fit for habitation; (b) keep in a good state of repair all fixtures supplied by the University under this Housing Contract or that are added or substituted therefore, reasonable wear and tear thereto excepted; and (c) keep in a good, safe and tenantable state of repair all services for the Student Housing premises including heating and cooling, hot and cold water, power and other services installed in the Student Housing premises, and to be supplied by the University under this Housing Contract.

If the assigned room becomes uninhabitable by reason of fire, flood or other casualty not caused by the negligence of the Resident or their guests, the Housing Fee shall be suspended until the assigned room has been restored to a habitable condition or the Resident is offered an alternate room. Nothing in this Housing Contract shall be construed, however, as requiring the University to

repair, rebuild or restore the assigned room.

The University shall comply with all applicable legal requirements concerning health and safety relating to the Student Housing premises. The Resident shall give the University prompt notice of any defects or damage in the assigned room or suite.

8. Cleaning and Upkeep

The Resident is responsible for the ordinary cleanliness of the interior of the assigned room and the common areas of the suite. The level of cleanliness must meet the standards of the University, which is at the discretion of Housing Services. Where the Resident fails to keep the assigned room or suite in a clean condition, or if the assigned room, suite or Student Housing premises are damaged by the Resident or any Guest, the University may arrange for the necessary cleaning or repair. The cost thereof shall be paid by the Resident immediately after receipt of a statement indicating the amount thereof, and failure to pay such amount shall be a breach of this Housing Contract. The University may apply the Security Deposit to the amounts owing in respect of necessary cleaning or repair. If the Security Deposit is insufficient to pay such costs the Resident shall remain liable to the University for any costs over and above the Security Deposit.

9. Right of Entry

The Resident will permit the University, its employees and agents to enter the assigned room and the suite at all reasonable times:

- (a) for any purpose connected with the inspection, repair or improvement of the assigned room or the suite;
- (b) upon any room becoming vacant within the suite during the Term, for purposes of inspection and/or preparation of the space for a future occupant; and
- (c) to show the assigned room and the suite to prospective residents and potential roommates during the semester preceding the expiration of the Term.

Except (i) in cases of emergency (including health & safety concerns), (ii) submission of a maintenance request via online form, email, phone or in person at the Housing Services Office, or (b) and (c) the circumstances described above, Housing Services will provide the Resident with at least twenty-four hours written notice of the intent to enter the assigned room and/or suite.

Notwithstanding the above paragraph, employees of the University and its agents may enter the assigned room or suite at any time with the written or verbal consent of the Resident.

10. Disclosure of Personal Information

The Resident hereby acknowledges and agrees that the University may, in accordance with applicable privacy legislation, release the Resident's personal information:

- (a) to the Resident's parents, guardian and/or designated emergency contact, in the event the Resident becomes seriously ill or is involved in an emergency (medical or other) and for the purposes of ensuring the Resident's safety and well-being (at the discretion of the University);
- (b) to the Resident's parents, guardian and/or designated emergency contact if the Resident is determined to be a risk to their own safety or the safety of others; and
- (c) to third party authorities if the Resident is involved in criminal activity or determined to be a risk to their own safety or the safety of others.

Other than as described above, and subject to any exemptions under *The Local Authority Freedom of Information and Protection of Privacy Act* (LAFOIP), Housing Services staff may not provide personal information about the Resident to third parties (including parents and/or guardians) without the Resident's consent (even where the Resident is a minor).

11. Liability and Insurance

The Resident living on campus is required to carry tenant insurance. The Resident will automatically be opted into an insurance package provided by Marsh Insurance, unless alternate tenant insurance has been obtained by the Resident through another entity, satisfactory evidence thereof has been provided to Housing Services prior to September 15th, 2023 for fall and winter semesters, as per the Housing Handbook.

The Resident, along with all other residents of the suite, shall be jointly and separately liable for all damage caused by the assigned suite's residents or any of the suite's residents' guests, or by any person obtaining entry as a result of the suite's residents failing to keep the assigned room or suite locked.

The University shall not be liable for damage or injury to any person, or for loss or damage to property for any cause whatsoever, whether the same be caused by default or negligence of the University or of another resident, or any person, whether lawfully or unlawfully upon or within the Student Housing premises. The Resident shall indemnify and hold harmless the University from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with the Resident's use or occupation of the assigned room, the suite, the Student Housing premises or any shared or common areas.

Should the Resident become ill or injured, the Resident is responsible for their own care and/or finding the appropriate health service provider to assist him/her.

The University's claim for compensation for damages arising under this Housing Contract, may be determined or enforced by action in a court of competent jurisdiction, whether before or after the expiration or termination or expiration of this Housing Contract.

12. Notice

Any written information required to be communicated by the University/Housing Services to the Resident, or otherwise delivered by the University/Housing Services to the Resident on behalf of a third party, shall be considered adequately delivered if sent by prepaid mail or personal delivery to the other party at the following address:

UNIVERSITY – 3737 Wascana Parkway
Housing Services, University of Regina
Regina, Saskatchewan
S4S 0A2

Resident – Name of RESIDENT
University of Regina
Regina, Saskatchewan
S4S 0A2

13. Parent/Guardian

Where the Resident is under the age of 18 years this Housing Contract must be signed by the Resident and the parent or legal guardian of the Resident. The undersigned parent or guardian of the Resident hereby acknowledges full responsibility and liability for the covenants and obligations of the Resident as provided for in this Housing Contract including but not limited to the payment of all Housing Fees.

14.

Resident:

Print Name: _____

(Resident Signature) _____

Date Signed: _____

THE UNIVERSITY OF REGINA:

Per: _____

Name: Bryan Wilson
Title: Manager, Housing Services

Parent/Guardian:

Print Name: _____

Relationship to Resident: _____

(Parent/Guardian Signature)

SAMPLE