

## RESIDENCE AGREEMENT

THE RESIDENT AND THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY (the "University") AGREE AS FOLLOWS:

### DEFINITIONS AND SCHEDULES

1. The terms in this Agreement have the meaning set out in Schedule "A" unless the context requires otherwise, and the following schedules form a part of this Agreement:
  - a) Schedule "A" Definitions;
  - b) Schedule "B" Suite Description and Fees and Payment Schedule;
  - c) Schedule "C" Contract Period.

### LICENSE TO OCCUPY

2. The University gives the Resident the license to occupy the Resident's Room for the Contract Period in accordance with the terms of this Agreement. Except as otherwise required by law, nothing in this Agreement gives the Resident any rights of tenancy in the Suite or Room, nor any interest in land.

### RESIDENCE COMMUNITY STANDARDS

3. The Residence Community Standards, as may be amended by the University from time to time, form an integral part of this Agreement and the Resident agrees to abide by them throughout the Contract Period.

### INDEMNITY, RELEASE AND LIMITATION OF LIABILITY

4. Notwithstanding any other provision of this Agreement, the Resident indemnifies the Protected Persons from any damages, liabilities, losses, expenses (actual legal fees and disbursements) and claims (including claims brought by third parties) incurred as a result of:
  - a) any breach, violation, or non-performance of any covenant or condition in this Agreement by the Resident;
  - b) the negligence or any wrongful act of the Resident or their Guests;
  - c) any damage to or loss of property of the University or of others caused by the Resident or their Guests, or by the use or occupation of the Suite, Room or Common Areas by the Resident or their Guests; or
  - d) any injury to any person or persons, including death resulting at any time therefrom, occasioned by the Resident or their Guests, or by the Resident's or any of their Guests' use or occupation of the Suite/Room or Common Areas.
5. The Resident releases and discharges the Protected Persons from all liabilities and any claims and demands for any injury or loss to person or property, including death, which may be made against a Protected Person arising from any cause or thing while the Resident is a resident at the Residence, including by reason of any negligence, willful misconduct or gross negligence of any Protected Person.
6. The Protected Persons shall not be liable for:
  - a) any death or injury of the Resident or any person, or any loss or damage to property belonging to the Resident or to any person (including any property under the care and control of the Protected Persons); 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 Guest of the Resident, or any other person who may be at the Residence or on the property of which the Residence forms a part, as a result of any cause whatsoever, including negligence, willful misconduct or gross negligence of any Protected Person.

### COVENANTS OF THE RESIDENT

7. The Resident shall throughout the Contract Period maintain registered student status at the University and shall remain enrolled in classes throughout the Contract Period.
8. The Resident shall:
  - a) read, acknowledge, and abide by the Residence Community Standards, which may be modified by the University from time to time;
  - b) keep the Suite/Room and the furnishings and fixtures in the Suite/Room in a reasonably clean and sanitary condition;
  - c) permit the University, or its agents, entry for the purpose of inspecting the condition of the Suite/Room and its contents and for any of the reasons described in the Residence Community Standards;

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- d) be liable to the University for any loss or damage caused to the Suite/Room and the furniture and effects of the University in the Suite/Room;
  - e) be liable jointly and severally with other residents of the Suite for any loss or damage caused to the Suite, and the furniture and equipment and personal property of the University;
  - f) be liable jointly and severally with other residents of the Residence for any loss or damage caused to the Common Areas of the Residence and the furniture and equipment and personal property of the University;
  - g) be liable for the conduct of their Guests, including being with their Guest at all times, anywhere in the Residence;
  - h) report any damage or vandalism or report persons known to be responsible for damage or vandalism as soon as possible to Residence Services;
  - i) advise Residence Services of any change in the Resident's student status; and
  - j) be automatically enrolled with the University sponsored insurance program with Marsh Canada Limited and provided personal content insurance in the amount of ten thousand (\$10,000.00) dollars and personal liability insurance in the amount of one million (\$1,000,000.00) dollars for the duration of their Contract Period, unless the Resident has alternate tenant's insurance coverage in place for the duration of the Contract Period from another provider in the amounts specified, opts out of coverage on Marsh Canada Limited's website to the University by such dates communicated to the Resident by the University.
9. The Resident shall not:
- a) do or permit anything to be done in the Suite/Room or in the Residence that (i) is not legal; (ii) is a nuisance or an unreasonable annoyance to anyone in the Residence; (iii) is a danger to anyone in the Residence; or (iv) causes or could reasonably cause damage to a person or property in the Residence;
  - b) damage the Suite/Room or any other area in the Residence or any furnishings or fixtures therein;
  - c) put anything in the Suite/Room or in the Residence or on the walls, floor, ceiling, doors or windows that may disfigure or mark any aspect of the Suite/Room or any other area in the Residence or the walls, floors, ceiling, doors or windows thereof or the furnishings or fixtures when removed;
  - d) make any alteration or renovation to the Suite/Room or any other area in the Residence, including, but not limited to changes to plumbing, wiring or electrical systems;
  - e) apply any materials or utilize markers on any glass surfaces in the Suite/Room or any other area in the Residence, including windows; or
  - f) allow anyone else to reside in their Suite/Room other than as assigned by Residence Services.

## **OCCUPANCY**

10. Subject to the terms of this Agreement, the University shall permit the Resident to occupy the Suite/Room during the Contract Period. The Resident shall not occupy the Suite/Room at any other time without the prior authorization of Residence Services and prior payment of fees, if any, as determined by Residence Services, for the time period authorized.
11. The Resident shall, on the designated Occupancy Date, complete a Suite Condition Report (within 48 hours of move-in) as a condition of occupancy of the Suite/Room. In completing the Suite Condition Report, the Resident is acknowledging and verifying the description of the condition of the Suite/Room and the furniture and effects therein as set forth in the Suite Condition Report. Any changes to the condition of the Suite/Room or the furniture and effects therein that occur during the Contract Period, reasonable wear and tear excepted, are the responsibility of the Resident as provided in this Agreement. Failure to complete the Suite Condition Report shall result in the Resident being liable for any and all damage to the Suite/Room and the furniture and effects therein present at the end of the Contract Period.
12. Residence Services reserves the right to reassign a Resident to an alternate Suite/Room at any time during the Contract Period for any reason Residence Services deems appropriate. The Resident shall move within the time designated by Residence Services upon receipt of a reassignment notice. The Resident shall not assign this Agreement or permit any person to occupy the Suite/Room other than as assigned by Residence Services.

## **SERVICES**

13. The University shall, for the Contract Period, provide the Resident with a connection to the internet (the "Services"). In order to access the Services, the Resident shall obtain and maintain, at the Resident's cost, the necessary software and hardware, the installation and maintenance of which is the sole responsibility of the Resident.
14. The Services are provided to the Resident under this Agreement on an "as is" basis, without representation or warranty by the University of any kind. The University does not warrant to the Resident as to the contents or quality of the Services nor that the Services shall be uninterrupted. The Resident acknowledges that delivery of Services by the University may be subject to failure or disruption due to safety concerns, technical or mechanical limitations or due to causes beyond the University's control. The Resident shall use the Services at the Resident's sole risk.
15. The Resident shall comply with standards of use consistent with the University Policies. The Resident shall be responsible for familiarizing themselves with such policies and standards that can be found at [macewan.ca/policies](http://macewan.ca/policies).
16. The University may suspend or terminate one or all the Services at any time if the Resident:
- a) uses or allows others to use the Services illegally or to make annoying, offensive or harassing communications;
  - b) uses the Services contrary to terms of acceptable use as provided in the University Policies;

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- c) fails to remove interfering or troublesome equipment when asked to do so;
- d) uses or allows others to use the Services in a way that prevents fair and proportionate use by others; or
- e) uses equipment in a manner that interferes with another Resident's experience or violates the Residence Community Standards.

## **TERMINATION**

17. In addition to the University's rights of termination provided elsewhere, the University may immediately terminate this Agreement:
- a) if the Resident fails to maintain registered student status at the University during the Contract Period;
  - b) If the Resident fails to remain enrolled in classes at the University during the Contract Period;
  - c) if the Resident fails to pay the Accommodation Fee, or any installments in respect of it, on the date such payment is due;
  - d) if the Resident does not pay any other sums due by the Resident to the University on the date any such other sum is due;
  - e) if the Resident vacates the Suite/Room without notice given to Residence Services;
  - f) for any of the reasons contained within the Residence Community Standards;
  - g) if the Resident breaches any covenant, condition, or obligation of this Agreement or of any University policy for any reason; or
  - h) on providing to the Resident fourteen (14) days' advance notice of termination, at the University's sole discretion.
18. Where the Resident vacates the Resident's Room/Suite, purports to terminate this Agreement, or fails to comply with the obligations set out in the Agreement, prior to the end of the Contract Period:
- a) the Resident must notify Residence Services in writing, using the Request to Withdraw Form at least thirty (30) days' prior to the last day the Resident intends to move-out; and
  - b) the Resident shall be responsible for the Early Withdrawal Fee set out in Schedule B to this Agreement, which will include any increase in Accommodation Fees to account for the actual length of the Contract Period at the termination date.
19. Where the University terminates this Agreement pursuant to section 17:
- a) the Resident must vacate their Suite/Room within 24 hours of receiving a notice to vacate, or such longer period as identified in the notice to vacate; and
  - b) the Resident shall be responsible for all amounts set out in Schedule B to this Agreement until the termination date, which will include any increase in Accommodation Fees to account for the actual length of the Contract Period at the termination date.
20. The University may, in its sole discretion, agree to reduce/waive the amounts payable by a Resident pursuant to section 18 or 19 where the Resident provides proof in a form acceptable to the University that the Resident is unable to continue to live in the Residence for extenuating reasons.
21. The University may, in its sole discretion, terminate this Agreement in advance of the commencement of the Contract Period by giving the Resident at least thirty (30) days' notice. In the event the University terminates this Agreement pursuant to this section, the University shall return to the Resident any and all fees paid to the University.

## **VACANT POSSESSION**

22. Where this Agreement is terminated for any reason, the term of the Agreement has expired, or the Resident's Room is reassigned, the Resident shall:
- a) forthwith vacate the Suite/Room within the timeframe given, leaving all of the Suite/Room's furnishings and fixtures in it;
  - b) leave the Suite/Room, including its furnishings and fixtures, in the original state and configuration, fully cleaned and in good condition, reasonable wear and tear excepted; and
  - c) deliver the assigned Residence keys to Residence Services on the Resident's departure date and time.
23. If the Resident does not vacate the Suite/Room pursuant to the provisions of this Agreement, the University or its agents may at any time re-enter and occupy the Suite/Room and may change the locks. The University will remove all personal property of the Resident and store for a period of thirty (30) days. The Resident shall be charged for the costs associated with the removal and storage of personal property and the changing of the locks. Personal property not claimed within thirty (30) days' will be disposed of by the University. The Resident hereby releases the University from any claims in relation to the removal and recovery of the Resident's personal property.
24. Where the Resident has breached this Agreement, the Resident shall pay to the University all costs incurred by the University to rectify the breach. Where the Resident has failed to leave the Suite/Room and its furnishings and fixtures clean and in good condition, reasonable wear and tear excepted, the Resident shall pay to the University all costs incurred by the University in restoring the Suite/Room to the condition indicated on their Suite Condition Report. Where the Resident or a Guest of the Resident has caused damage to any property in the Residence, the Resident shall pay to the University all costs incurred by the University to repair the damage.

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## **FEES, COSTS AND TIMING OF PAYMENTS**

25. In consideration for the license to occupy and the other promises made by the University, the Resident agrees to pay the amounts set out in Schedule B to the University by the dates set out therein.
26. Any additional charges incurred by the Resident (including but not limited to the fees outlined within Schedule B) must be paid by the date provided by the Residence, to the Resident's account.
27. The Resident agrees to pay:
- a) a \$100.00 improper check-out fee and an additional \$50.00 per day in the event that the Resident fails to abide by the departure procedure set out in this Agreement or in the Residence Community Standards; and
  - b) a non-sufficient funds fee of \$40.00 for any payment returned due to insufficient funds.
28. Any moneys owing by the Resident to the University pursuant to this Agreement shall be charged to the Resident's student account. The University may withhold residence application offers, grades, diploma, degree, graduation, and academic status or advancement at the University until the Resident has paid the moneys owing.
29. The Confirmation Fee, paid by the Resident to the University to confirm the Resident's place in the Residence, shall be held by the University and shall be attributed to the Accommodation Fee payable by the Resident to the University.
30. The Confirmation Fee is a non-refundable deposit, and will not be returned to the Resident in the event the Resident does not occupy the assigned Suite/Room.
31. In the event that the Resident is in shared accommodations and departs more than five (5) business days after any other residents in the same accommodation departs, Resident shall be solely responsible for all cleaning requirements for the shared space, and for any cleaning charges arising from a failure to clean the accommodation as required by this Agreement or the Residence Community Standards.
32. Where the Resident has a credit balance at the end of the Contract Period the funds will first be applied to any outstanding fees on the student's account with the University, after which the University will reimburse such credit to the Resident per the method of original payment or via cheque, at the discretion of the University. In the event that the University is not able to process the reimbursement within 12 months of the Resident vacating their Suite, the Resident's credit shall be forfeit to the University and no reimbursement shall be owing.

## **NOTICE; INVALIDITY; SURVIVAL OF TERMS; AMENDMENT; EFFECTIVE DATE; FORCE MAJEURE**

33. Any notice by the University to the Resident shall be in writing and shall be deemed to be received by the Resident if it is:
- a) served on the Resident personally;
  - b) left at the Resident's Room;
  - c) left in the mailbox assigned to the Resident by the University; or
  - d) sent electronically to the email address provided by the Resident on the Resident's application or as updated by the Resident.
34. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall not be affected or impaired thereby and shall be enforceable to the extent permitted by law.
35. Expiry or termination of this Agreement shall not release the Resident of any obligation that shall have accrued prior to the effective date of expiry or termination. Without limiting the foregoing, sections 4, 5 and 6 of this Agreement shall continue in effect after expiry or termination of this Agreement.
36. No amendment of this Agreement shall be effective unless it is signed by both the Resident and the University, except that the University may, in its sole discretion, amend the Residence Community Standards from time to time.
37. This Agreement shall come into force and effect at such time as the student accepts housing offer and agrees to terms of Agreement online.
38. To the extent that the University is unable to fulfill or is delayed or restricted in fulfilling its obligations under this Agreement by any cause beyond its control including Force Majeure, the University shall be relieved from the fulfillment of its obligations hereunder. "Force Majeure" means a cause or event that is not reasonably foreseeable or otherwise beyond the University's control including, but not limited to, regional or global pandemic, disease outbreak, or other public health emergency, fires, floods, earthquakes, tornados, and other acts of God, or acts of war. Additionally, the University shall not be responsible for failing to meet its obligations under this 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 or order, including, but not limited to, emergency response actions, public health orders, or other requirements issued by municipal, provincial or federal governments or government agencies.

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39. EACH RESIDENT AGREES TO ABIDE BY ALL POLICIES AND RULES OF OCCUPANCY ESTABLISHED BY THE UNIVERSITY.

RESIDENT’S SELECTIONS

40. I acknowledge and understand that I must provide the Residence with a photo following the photo submission guidelines prior to moving into Residence and/or that my photo will be taken, and I authorize the University to use this photo for security identification purposes.

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41. I acknowledge that I have received a link to the Residence Website & Residence Community Standards and agree that it is my responsibility to read and abide by the Residence Community Standards. I further acknowledge that the Residence Community Standards form a part of this Agreement.

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42. I agree to allow Residence Services to disclose my information to other departments of the University in order to carry out this Agreement.

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NOTE: PARENTS OR GUARDIANS MUST SIGN BELOW IF THE RESIDENT IS UNDER 18 YEARS OF AGE

Note: If the unit or suite is self-contained in nature, the tenancy created by this Agreement is governed by the Residential Tenancies Act and if there is a conflict between this Agreement and the Act, the Act prevails.

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT:

RESIDENT’S SIGNATURE PRINT NAME DATE

WITNESS SIGNATURE PRINT NAME DATE

SIGNATURE – PARENT/GUARDIAN OF THE RESIDENT (if applicable) PRINT NAME DATE

WITNESS SIGNATURE PRINT NAME DATE

UNIVERSITY REPRESENTATIVE SIGNATURE PRINT NAME DATE

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## SCHEDULE "A" DEFINITIONS

- a) **"Accommodation Fee"** means the amount to be paid by the Resident to the University for use of the Suite/Room during the Contract Period, as specified in Schedule "B";
- b) **"Agreement"** means this 2024-25 MacEwan Student Residence Agreement including its Schedules;
- c) **"Confirmation Fee"** means the fee to be paid by the Resident to the University for use of the Suite during the Contract Period, as described in section 29 of this Agreement and in the amount as specified in Schedule "B";
- d) **"Contract Period"** means the period or periods of time identified as applicable in Schedule "C" to this Agreement;
- e) **"Common Areas"** refers to any area of the Residence other than the Resident's Room or Suite, including but not limited to floor lounges, theatre room, games room, hallways, residence grounds and bike rooms, and all common living areas of the Suite;
- f) **"Fall Contract"** means the period from Occupancy Date to noon on December 20, 2024;
- g) **"Fall/Winter Contract"** means the period from Occupancy Date to noon on April 16, 2025;
- h) **"12 Month Contract"** means the period from Occupancy Date to noon on August 23, 2025;
- i) **"Guest"** means any person invited by the Resident onto Residence property;
- j) **"Occupancy Date"** means the date that the Resident moves into Residence;
- k) **"Protected Persons"** means the University and its officers, employees, students, agents, contractors and board members;
- l) **"Residence"** means the residence owned and operated by the University, located at 11050 104 Ave NW, Edmonton AB, T5K 2Y9;
- m) **"Residence Community Standards"** means the policies, procedures, and guidelines described in the document titled "Community Standards" as amended from time to time located on the University's Website at [macewan.ca/residence](http://macewan.ca/residence);
- n) **"Residence Services"** means the department, and its officials and employees, charged with managing the Residence on behalf of the University;
- o) **"Resident"** means the student with whom this Agreement between the University and the student is signed;
- p) **"Room"** means the personal bedroom assigned by the University to the Resident in a Suite, unless the Resident has been assigned a bachelor suite in the Residence in which case "Room" means the complete bachelor suite;
- q) **"Spring/Summer Contract"** means the period from Occupancy Date to noon on August 23, 2025.
- r) **"Suite"** means the shared furnished suite assigned by the University to the Resident, if applicable;
- s) **"Suite Condition Report"** means the report listing and describing the condition of the Resident's Suite/Room and the furniture and effects therein prior to occupancy by the Resident, which shall be submitted via the Residence Portal.
- t) **"University"** means The Board of Governors of Grant MacEwan University;
- u) **"University Policies"** means the Residence Community Standards and all other University policies, each as amended from time to time;
- v) **"Winter Contract"** means the period from Occupancy Date to noon on April 16, 2025;

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**SCHEDULE "B"**  
**SUITE DESCRIPTION AND FEES AND**  
**PAYMENT SCHEDULE**

The Resident shall pay the University the following fees:

**Accommodation Fees\***

<b>Suite Description</b> (check one that applies)	<b>Fall Only</b> (September to December) <b>Winter Only</b> (January to April) <b>Spring &amp; Summer Only</b> (May to August)	<b>Fall and Winter</b> (September-April)	<b>12 Month</b> <b>Fall to Spring &amp; Summer</b> (September-August)
<input type="checkbox"/> 2 Bedroom	\$3,600 \$900/month	\$6,200 \$775/month	\$8,436 \$703/month
<input type="checkbox"/> 4 Bedroom	\$3,825 \$956.25/month	\$6,576 \$822/month	\$8,952 \$746/month
<input type="checkbox"/> Bachelor	\$4,600 \$1,150/month	\$7,904 \$988/month	\$10,740 \$895/month

**Other Fees**

<b>Fee Description</b>	<b>Fee Amount</b>	<b>Fee Applicable</b>	<b>Date Payable</b>	<b>Refundable/Non-Refundable</b>
Application Fee	\$50	✓	Upon Application	Non-Refundable
Community Standards Violation Fee (range)	\$25 - \$500		Prior to Deadline*	Refundable Upon Appeal
Early Move-In/Extension Fee	\$50 per night		Prior to Deadline*	Non-Refundable
Early Withdrawal Fee	<b>COST OF THE ENTIRE CONTRACT</b>		Prior to Departure	Non-Refundable
Fire Safety Violation (range)	\$100 - \$500		Prior to Deadline*	Refundable Upon Appeal
Improper Check Out Fee	\$100		Prior to Departure	Non-Refundable
ID Prox Card Replacement Fee	\$30		Upon Replacement	Non-Refundable
Lock Change Fee	Minimum \$240		Upon Lock Change	Non-Refundable
Lock Out Fee	\$25		Upon Lock Out	Non-Refundable
Mailbox Key	Minimum \$25		Upon Replacement	Non-Refundable
NSF (declined payment) Fee	\$40		Prior to Deadline*	Non-Refundable
Payment Plan Fee	\$50		Subject to Terms of Agreement	Non-Refundable
Residence Life Fee (per term Fall 2024 and Winter 2025)	\$100 per term	✓	Prior to Deadline*	Non-Refundable
Room Change Fee	\$120		Upon form submission	Non-Refundable
Confirmation Fee	\$400	✓	Prior to Offer Deadline*	Will become part of Accommodation Fee Payment
Suite Cleaning Fees (range)	\$50 - \$800		Prior to Deadline*	Refundable Upon Appeal
Storage Fee	\$300		Prior to Deadline*	Non-Refundable
Personal Content Insurance and Personal Liability Insurance	\$37.50 per term + \$5 Policy Fee		Prior to Deadline*	Subject to opt-out on providing alternate proof of coverage

\* Prior to Deadline – students are given a deadline to pay fee(s). The deadline date will be specified by Residence Services via email upon assessment of the fee(s).

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**SCHEDULE "C"**  
**CONTRACT PERIOD**

The Contract Period is as follows (check one that applies):

- ☐ FALL CONTRACT (August 30, 2024 – December 20, 2024)
- ☐ WINTER CONTRACT (January 2, 2025 – April 16, 2025)
- ☐ FALL/WINTER CONTRACT (August 30, 2024 – April 16, 2025)
- ☐ 12 MONTH CONTRACT (August 30, 2024 – August 23, 2025)
- ☐ SPRING/SUMMER CONTRACT (April 28, 2025 – August 23, 2025)

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