

RESIDENT OCCUPANCY AGREEMENT

In consideration of the mutual covenants contained herein, the Governing Council of the University of Toronto (the "University") and the resident (the "Resident") agree as follows:

1. The University grants to the Resident a license to occupy a room (the "Room") in the residence located at 111 St. George Street (the "Residence") on the University of Toronto's St. George campus for a period (the "Occupancy Period") as specified in the *Booking Confirmation*, unless extended later or terminated earlier pursuant to the provisions of this agreement. The last day of the Occupancy Period or the Effective Date of Termination under section 15 is herein called the "Vacating Date".
2. The Room and Room Type shall be assigned to the Resident by the Dean of Students (the "Dean") or their designate.
3. It is understood by the Resident that the residence facilities of the University of Toronto (the "University") are intended to promote and enhance the academic and intellectual development of its residents, their personal growth, and their involvement in campus life, and that accordingly, the atmosphere, environment, and behaviour in the Residence shall be conducive to and consistent with the achievement of these purposes.
4. The Resident will pay the Occupancy Fee as specified in the *Booking Confirmation* and any additional fees prescribed herein.
5. The Resident agrees to pay to the University any charges and/or fees that they incur as a result of the provisions contained within this agreement.
6. Residents who apply using a valid University of Toronto student number and are registered in courses during the Summer session will:
 - a. have their Occupancy Fees posted on their ACORN account;
 - b. have their deposit applied as a credit towards the Occupancy Fee;
 - c. pay the remainder of the Occupancy Fee by the deadlines prescribed in Appendix A; and
 - d. will have any additional charges and/or fees that they incur as a result of the provisions contained within this agreement charged to their student account on ACORN.
7. Residents who apply using a valid University of Toronto student number and are not registered in courses during the Summer session; or who apply without using a valid University of Toronto student number will:
 - a. have their deposit applied as a credit towards the Occupancy Fee;
 - b. pay the remainder of the Occupancy Fee by the deadlines prescribed in Appendix A; and
 - c. will have any additional charges and/or fees that they incur as a result of the provisions contained within this agreement charged to the credit card used to pay the deposit.
8. The Resident shall use the Room only as a private dwelling for themselves and shall be entitled to use the kitchen, washroom(s), and living room facilities (the "Suite") and common facilities of the Residence together with the other residents so long as the Resident continues to occupy the Room and complies with the terms of this agreement and the schedules thereto.

9. The University will:

- a. provide the Resident with the furnishings listed on the Room Inventory Form which will be provided to the Resident upon arrival at the residence; and
- b. maintain the Room, Suite, and the Residence in a reasonable state of repair and fit for habitation.

10. The Resident will:

- a. maintain the Room in a clean and wholesome condition and will not allow any refuse, garbage, or other objectionable material to accumulate in or about the Room, the Suite, or the Residence;
- b. comply with the University of Toronto Code of Student Conduct, if they are a University of Toronto student, and the rules and regulations included in the Residence Code of Behaviour, and enforce compliance with the same at all times by the Resident's guests and invitees;
- c. identify themselves to the Residence front desk upon entering the building; and
- d. respect and abide by the decisions of the Dean and residence staff made pursuant to this agreement and the Residence Code of Behaviour as published.

11. The Resident acknowledges that a copy of the Residence Code of Behaviour is attached to this agreement and that the Residence reserves the right to amend the Code and make any additional regulations or policies as the need arises. The Resident agrees that posting of the Residence Code of Behaviour that is current for the time being in a prominent place in the Residence, or emailing the revised document to the Resident, shall be deemed sufficient notice thereof to the Resident. Furthermore, the Resident acknowledges that it is the Resident's responsibility to read and be familiar with this agreement and the Residence Code of Behaviour.

12. With regards to locks and keys in the Residence:

- a. the Resident shall receive one key for the Residence. The Resident shall return the key to the University on or before the Vacating Date. The Resident will not duplicate or permit duplication or be in possession of a duplicate of the key, nor shall the Resident lend or give the key to anyone else. The Resident will be charged \$25.00 for having a replacement key issued. Should a resident lock their key in their Room, the Resident may request that a temporary key be issued to them. The temporary key must be returned within 30 minutes of being issued, otherwise a charge of \$10 will be applied to their account.
- b. residents within a Suite will share one key to the mailbox for their Suite. Should this key be lost, a charge of \$100 will be split equally among the Suite's residents. This key must be returned to the Suite on or before the Vacating Date.
- c. the University shall have a right to retain and use a master key giving its representatives access to the Room for the purposes permitted hereunder or by law. The Resident shall not be in possession of a master key or any other key pertaining to the Residence without the explicit permission of the Dean.
- d. the Resident will not under any circumstances tamper with or change the lock or add a lock to the door of any room within the Residence including the bicycle storage area.
- e. after the Vacating Date, the University shall have the right to enter the Room and/or Suite and change the locks without notice or liability to the Resident and without providing the Resident with a key for the new lock. The University has no responsibility for any possessions of the Resident or of any other person left in the Room, the

Suite, or the Residence after the Vacating Date. The University has the absolute right to dispose of such possessions after the Vacating Date without any liability to account to the Resident therefore.

13. The Resident will not:

- a. use the premises or permit them to be used other than as residential accommodation;
- b. paint or permanently alter the Room including any wall, ceiling, door, or surface of the Residence without the consent of the Dean;
- c. deface any wall, ceiling, or surface of the Residence, including the windows, or damage the Residence or its furnishings or permit their guests or invitees to do so;
- d. bring any additional furnishings to the Residence without the permission of the Dean;
- e. remove or alter any furnishings or equipment from the Room, Suite, or common areas in the Residence;
- f. keep any open flame/element and/or heating/cooling equipment, as defined by the Dean, in the Residence or overload the electrical circuits of the Residence;
- g. make any alterations to the structure of the Room or Suite or affix anything to the walls or ceiling or windows thereof without the consent of the Dean;
- h. apply or affix anything to the exterior of the Residence;
- i. display posters and/or items on any window and window ledge;
- j. behave in a manner that will unreasonably disturb, annoy, or interfere with the use or enjoyment of the Residence by the other residents or permit anything to be done or kept in the Residence which will obstruct or interfere with the enjoyment or rights of the other residents;
- k. commit or permit an illegal act to be committed in the Residence; or
- l. violate any rules set out in this agreement or the Residence Code of Behaviour.

14. The Resident will:

- a. complete a Room Inventory Form and submit it to the Residence if, on occupancy, the contents or fabric of the Room are not as described in the Room Inventory Form;
- b. report any damage to the Room, the Suite, or the Residence to the Dean immediately and will pay for the repair of any damage to the Room, the Suite, or the Residence or the furnishings thereof caused by the Resident or the Resident's guests, normal wear and tear excepted, which repair shall be performed only by the University;
- c. be responsible for cleaning and restoring the Room and the Suite by the Vacating Date to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear excepted, and will reimburse the University for the cost of cleaning and restoration upon failure of the Resident to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the Room and/or Suite in a clean and restored condition on the Vacating Date.

15. With regard to termination of this agreement:

- a. The University may at its option terminate this license upon the happening of any of the following events:

- i. non-payment by the Resident of any amount due to the University;
 - ii. breach by the Resident of any other provision of this agreement, or the Residence Code of Behaviour as published from time to time;
 - iii. in accordance with Section 32.
 - b. In the event that the University exercises its option to terminate this license, the University or its designated official shall give written notice of such termination to the Resident, which notice shall specify the effective date of the termination, which shall be not less than three days following the giving of the notice (the "Effective Date of Termination"). The notice may be emailed, hand delivered to the Room or affixed to the door of the Room, addressed to the Resident.
 - c. Notwithstanding paragraph (b), under exceptional circumstances, the University reserves the right, to be exercised by the Dean acting reasonably, to give written notice of termination of this license not less than 24 hours before the Effective Date of Termination.
 - d. Notwithstanding the early termination of this license, the Resident shall at the option of the University be liable for payment of the full amount of the Occupancy Fee, whether or not the room is re-occupied or the Residence is filled.
16. The resident shall take possession of the assigned room and check in to residence no later than seven days after the start of the occupancy term. Failure to take possession of the room, unless written notice of intent to take possession of the room after this date is received, will be considered as termination by the resident.
17. In the event that the Resident elects to cancel and/or withdraw from the Residence during the Occupancy Period, the Resident shall give the Residence at least 30 calendar days written notice of the Resident's intention to withdraw. In the event that the end of the period of notice (the "Date of Withdrawal") occurs after July 5, the Resident shall be liable for payment of the full Occupancy Fee and shall not be entitled to a refund of any part thereof. In the event that the Date of Withdrawal occurs before July 5, the Occupancy Fee will be recalculated using the nightly rate listed in Appendix A. In all cases of termination, the deposit is not refundable.
18. The Resident will vacate the Room and remove all possessions there from before 10:00 AM on the Vacating Date, and has no vested right to occupy the Room, the Suite, or the Residence in the future.
19. The Resident will not keep any firearm, weapon, explosive, and/or animal (including reptile, insect, bird, or fish) in the Room, the Suite, or the Residence.
20. The Resident will ensure that all furnishings listed on the Room Inventory Form must not be moved from the Room, the Suite, or the Residence without written permission from the Dean or their designate.
21. The Resident will not assign this agreement or sub-license this Room or the Suite or any part thereof to another or otherwise part with the possession or occupancy of the Room or the Suite.
22. University staff, which include, but are not limited to the Dean or the Dean's designate, Dons, and Facilities staff shall be permitted to enter the Room during daylight hours upon giving reasonable notice to the Resident, and at regular intervals if previously announced to the residents, or at any time, and without notice, in the event of an emergency or perceived emergency, or a disturbance or breach or suspected breach of the Residence Code of Behaviour, in order to examine the state of the Room, including the state of sanitation, safety, and repair thereof, and to make such repairs, changes, or improvements to the Room and its furnishings as the University may deem necessary or desirable.

23. Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. If a pest outbreak is suspected, residents are required to immediately contact the Residence staff so an inspection can be arranged. If the presence of pests is confirmed, residents will be required to actively participate in the treatment by following the directives of the University and/or professional pest control workers. To reduce the likelihood of spreading pests to unaffected areas, residents will not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.
24. The University reserves the right, to be exercised by the Dean or their designate acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, in which event the substituted room shall be deemed to be the Room for all purposes hereunder and the Resident shall forthwith move to that other Room.
25. From time to time, the Dean may release limited resident information under controlled circumstances to approved third parties, for the specific purpose of facilitating resident voting in federal, provincial, municipal, or student society elections.
26. It is agreed that there shall be no reduction of fees or any other compensation for or on account of any loss, damage, inconvenience, or discomfort arising from the interruption or curtailment, of any accommodation, facility, or service agreed to be furnished by the University, except, in cases of gross negligence or suspension of service, reasonable compensation will be negotiated with the Residents.
27. The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on the Residence property save where the same is caused by willful or negligent act or omission of the University or those for whom the University is in law responsible. The Resident will indemnify the University and save it harmless from any and all liability in respect of any injury, loss, or damage occasioned by any act or omission of the Resident, the Resident's guests, agents or invitees.
28. The Resident acknowledges that the Residence is located within a major urban centre and, as a result, there may be noise, construction, local events, and other disturbances over which the University has no control that may impact the occupants of the building. During the summer, maintenance and renovation of the Residence occurs and may necessitate limited access to the Room and/or the Suite. No refund or reduction of fees will be issued to those who are inconvenienced by such disturbances.
29. The Resident acknowledges that, during any prior stay at any residence at the University of Toronto, the Resident's Occupancy Agreement (or any contract that the place of accommodation uses as an agreement between them and the Resident, for the space provided to the Resident) was not terminated for any violation of its provisions.
30. As the living accommodation is provided by the University of Toronto to its students or staff, all major questions relating to the living accommodations are decided after consultation with a council within the Residence and, the living accommodations are not intended for year-round occupancy or living accommodation and do not contain their own self-contained bathroom and kitchen facilities, the residence is exempt from the Residential Tenancies Act, 2006 (RTA) based on S. 5 (g) of the RTA.
31. If the license becomes impossible to perform by either party due to acts of God, war, government regulations, pandemic, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the facilities, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in Toronto or the immediate surrounding area and is in effect within 30 days prior to the Resident's arrival date.
32. Emergencies and other Unavoidable Events
 - a. An "Emergency" means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole discretion, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or

legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the University (“**Directives**”), that a Resident, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residences, disease, virus or other biological or physical agents that may be detrimental to human health, while in the Residences.

- b. If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:
- i. during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a Resident, visitors or invitees for a reasonable period of time during such event;
 - ii. notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate Residences, and the University shall have no liability to a Resident as a result of such termination;
 - iii. the University shall be entitled during an Emergency to close all or any part of the Residences if it determines that it is not safe to continue to operate the Residences or certain parts thereof, in which case a Resident shall vacate the Room they occupy in accordance with the reasonable requirements of the University;
 - iv. the University shall be entitled, during such time as there is an Emergency to require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and
 - v. during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the Residences for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residences.
- c. Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine what, if any fees shall be refunded to the Resident, having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.

33. Residents are not permitted to complete a required quarantine in the Residence.

34. This agreement and the Residence Code of Behaviour constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Room or the Suite or this agreement except as expressed herein, as amended from time to time.

APPENDIX A: FEE SCHEDULE

Occupancy Period	Occupancy Fee	Nightly Rate
Full Summer (May 2 – August 25)	\$3,590.00	\$50.00
1 st Half Summer (May 2 – June 26)	\$2,425.00	\$50.00
2 nd Half Summer (July 2 – August 25)	\$2,425.00	\$50.00

The Resident agrees to pay the Occupancy Fee listed in the *Booking Confirmation* to occupy a Room at the Residence prior to the payment deadlines listed below.

Occupancy Period	Payment Deadlines
<i>Full Summer</i>	April 30, 2021
<i>1st Half Summer</i>	April 30, 2021
<i>2nd Half Summer</i>	June 30, 2021