



## Residence Agreement

2023 - 2024

Every student (the "Student") who will be staying in a residence room (the "Room") located in a residence building at Brescia University College (a "Residence") must read and sign this Residence Agreement (the "Agreement") prior to entering Residence. This is a contract between Brescia University College (the "University") and the Student. Students who have not yet reached the age of eighteen years must have this Agreement signed by their parent or guardian. Students will not be permitted to move into Residence until they have completed and signed this Agreement.

**Eligibility:** Only Students registered full time (or equivalent) in an academic or qualifying program (i.e. Language Program) at Brescia University College, the University of Western Ontario, King's University College, or Huron University College are entitled to accept or occupy a Room in a Brescia University College Residence. Should a Student living in Residence cease to be so registered they must give immediate notice to the Residence Manager and will be required to move out of Residence if deemed necessary by the Residence Manager. The Student hereby consents to any staff member at Residence reviewing their academic record as necessary for purposes of verification of the Student's academic standing.

**Term:** The University agrees to provide accommodation to the Student in a Residence Room from September 3, 2023 to either noon the day following the Student's last fall term examination, or 10:00 a.m. on December 23, 2023 whichever occurs first or as otherwise determined in accordance with this Agreement, and from 8:00 a.m. on January 06, 2024 to either at noon the day following the Student's last examination, or at 10:00 a.m. on May 01, 2024, whichever occurs first or as otherwise determined in accordance with this Agreement.

**Fees:** Upon accepting an offer from the University to live in a Residence Room the Student shall pay all fees for their Room, meal plan and incidental fees, as specified in the current Brescia University College Fee Schedule (the "Fee Schedule"). Please note that fees posted in the Fee Schedule at the time of the Student submitted an application for accommodation in Residence Room are subject to change at any time by the University. The Student hereby agrees to pay any fees due in accordance with any then current Fee Schedule. The 1st installment of residence fees as well as tuition fees owing are due payable prior to move in. OSAP recipients must confirm that OSAP entitlement is sufficient to cover the 1st installment owing. Any additional fees that may be owing must then be paid in full prior to move in.

**Meal Plan:** All Students living in a Room in Residence must subscribe to a Residence meal plan. Meal privileges are for the exclusive use of such Student and may not in whole or in part be transferred to any other individual. Residence meal plans are non-refundable and cannot be carried forward to the next academic year. In the event the Student was admitted late, and the University has assigned a Room to the Student after the end of the first month of any academic term, the meal plan fee shall be prorated to the beginning of the month of such assignment.

In the event of withdrawal from Residence for any reason prior to the end of the academic year, the Student is responsible for all of the meal plan fees for the full academic year. Meal plan credit is non-refundable and non-transferrable. If the Student remains enrolled at the University, the unused meal plan will still be accessible to the Student for the current

academic year only. The Student acknowledges and agrees that the fees posted in the Fee Schedule are subject to change at any time by the University. The meal plan will not be activated until payment or funding of the 1st installment is confirmed.

**Termination of Residence Agreement:** The Student agrees and understands that the acceptance of a Room in Residence constitutes a financial commitment (as outlined in the Fee Schedule), and that the Student is committing to and agreeing to comply with all other terms of this Agreement, the Residence Handbook, the Room Switch Policy, and all other policies, rules or regulations of the University for the full number of days the Student occupies a Room in a Residence (the "Term"). If this Agreement is terminated by the Student, and the Student moves out of their Room and/or discontinues their registration in a full time academic or qualifying program at the University, the Student shall forfeit any and all fees paid by the Student in accordance with the Fee Schedule applicable to the Student's Room in Residence, and the Student shall not be entitled to a refund either in whole or in part of any such fees paid by the Student.

This Agreement may be terminated by the University due to the breach of this Agreement, the Residence Handbook, or any policy, rule or regulation of the University by the Student. In the event of such termination, the Student will be required to immediately move out of their Room. The Student shall forfeit any and all residence fees paid by the Student in accordance with the applicable Fee Schedule and applicable to the meal plan purchased by the Student, along with any other fees paid by the Student, for the full 2023-2024 academic year.

If the Student submits documentary evidence with a written appeal following early termination of this Agreement either by the Student or the University, which in the opinion of the University establishes fair and reasonable, compassionate or medical reasons for said early termination of this Agreement, then the University may in its sole and absolute discretion waive forfeiture of fees in whole or in part. Waiver of part or all of the forfeiture of fees by the University in any specific circumstance shall not be deemed to be a waiver of any other part of this Agreement, the Residence Handbook or the policies, rules or regulations of the University.

If this Agreement is terminated during the Term, then the Student shall vacate their Room in Residence within 48 hours of delivery of notice of termination in writing. The University reserves the right to require the immediate vacating of the Room, the Residence or any other University property without advance written notice by the Student if the Student's conduct represents a risk to the safety, security or well-being of other students in Residence, other students otherwise attending at the University, or other members of the University community as determined in the sole and absolute discretion of the University.

**Health and Safety:** You are required to follow reasonable directions from the University related to health and safety. Such directions are for your safety and the safety of others and may include (but are not limited to) a vaccination requirement, direction to submit to testing, a direction to wear a mask, a direction to self-isolate should you become ill and/or a direction to maintain a safe physical distance from others. Failure or refusal to follow these directions may lead to sanctioning up to and including the termination of your Contract.

When we become aware that a resident has contracted a contagious communicable illness (for example, COVID-19, chicken pox, mononucleosis, norovirus, among others), and in consultation with Public Health officials, residents should return home for the duration of their recovery. We may temporarily relocate residents who have been infected or exposed to such illnesses in the interests of the health of the residence community.

**Commitment to Diversity:** We're all part of Brescia's diverse community. Residence Life embraces, appreciates, and celebrates people of all races, nationalities, sexes, ages, gender identities and expressions, affectional and sexual orientations, socioeconomic statuses, spiritual practices, abilities, and any other dimension of personal lifestyle. Society is strengthened by human diversity and the growth fostered by an inclusive community. Every person has equal worth and deserves to be treated with dignity and respect accordingly. We work and live together, maintaining an environment of mutual respect, interpersonal curiosity, while striving to have positive interactions with one another. We can learn from

one another and gain a greater understanding of and appreciation for our fellow people. We're responsible for our actions and our behaviour will model our values: we'll treat others with respect and we expect them to do the same to us. We don't subscribe to attitudes or actions which hurt or degrade another person because of their race, nationality, sex, age, gender identity and expression, affectional and sexual orientation, socioeconomic status, spiritual practice, ability, or any other reason. Any form of abuse, harassment, threat, or violence is incompatible with our philosophy and will not be tolerated. We don't accept ignorance, anger, alcohol, or substance abuse as a valid excuse, reason, or rationale for negative behaviour.

**Room Assignment:** The University undertakes to avoid unnecessarily disturbing the Student, but reserves the right after providing reasonable notice, to change the Room assigned to the Student if circumstances arise where, in the sole and absolute discretion of the University, a Room change is deemed necessary or desirable.

**Facility Use and Access:** The Student is individually responsible for the care and proper use of all University property. Students may either individually or jointly be held responsible for any loss or damage to the Room, the Residence, common areas of the Residence and any other University property. The Student hereby agrees that the University and its employees, agents, directors, trustees, officers and members assume no responsibility for, and shall not be liable for, any loss or damage to the Student's personal property or injury to person, however caused.

The University reserves the right to allow any of its employees or agents to enter the Student's Room or any common areas of the Residence for maintenance, repairs, cleaning and/or inspection, or for any other reasonable reason, at any time, without notice to the Student.

The Student agrees that the University staff, University appointed Security guards, or any person designated to be Western University Campus Police Department, Residence Manager, acting Residence Manager, and/or Residence Life Staff have the right to enter the Room and the Residence at any time, in performance of any of their duties.

The following activities are prohibited in and around the Room and Residence, as outlined in the Residence Handbook (a copy of which can be found online): behaviour by the Student that (a) interferes with the rights of another individual(s) to the peaceful use and enjoyment of their Room or the common areas in Residence; (b) creates a nuisance and/or disturbance to an individual or community; (c) endangers the safety and security of the Student or another individual(s), (d) compromises any personal or University property, (e) attacks the dignity/integrity of an individual, and/or (f) breaks the laws of the Province of Ontario (including public health orders and municipal by-laws) or the laws of Canada applicable therein.

The University and its agents, employees, directors, trustees, officers and members shall not be liable for, and assume no responsibility whatsoever for injury to the Student or their guests which occurs in the Student's assigned Room or any other part of the Residence as a result of the conduct of the Student, their guests, or other students and their guests or otherwise, including, without limiting the generality of the foregoing, injuries arising from engaging, participating in, attending or watching a dangerous, careless or reckless activity or fights, contests, games, parties or sporting activities, or from contracting a communicable disease (such as COVID-19), assault, impairment, intoxication, consumption of alcohol, drugs, or harmful or banned substances, or as a result of delivery of alcohol to the Residence, whether or not such delivery is permitted by or known to the University, or due to unauthorized entry into cafeteria kitchens or into any other areas of the Residence that are not part of the living space in the Residence, or arising from damage to or the unauthorized alteration, removal or disabling of any part of the Residence, including its windows, doors, locks, railings, or safety or alarm devices, features and fixtures.

The Residence and the Room is a smoke-free environment and smoking is strictly prohibited in the Room and at any other place in Residence. Smoking at the University is only permitted in designated smoking areas.

The University shall not be liable for the failure to provide accommodation in a Room in Residence which is contracted for herein when such failure is caused by fire, explosion, water, Acts of God, civil disobedience or disturbances, strikes or other labour interruptions, vandalism, war, riot, sabotage, failure of public utility services, governmental rules, or any other situations which are beyond the reasonable control of the University (collectively referred to herein as "Emergency" or "Emergencies").

In the event that the Residence cannot open and/or must close for any such Emergency, the University will attempt to notify the Student in advance. The University is not liable for any loss in any such Emergency. There shall be no compensation to the Student in any form whatsoever for loss, inconvenience or discomfort suffered as a result of Emergencies or other circumstances which are beyond the control of the University, and the University assumes no responsibility or obligation to find or provide alternative living arrangements for the Student in such circumstances.

In the event that the Residence cannot open and/or must close due to the actions of third parties with respect to planned or unforeseen renovation or construction, which are beyond the control of the University but not an Emergency, the University will attempt to notify the Student in advance and will attempt, but is under no obligation, to provide substitute accommodation on- or off-campus.

**Keys:** The Student will be issued a key card and mailbox key upon check in. The Student is responsible for the safe keeping of such keys and must report lost or stolen keys to the Residence Manager within 24 hours. The Student shall pay a key replacement and lock change fee for each lost or stolen key or key card. Keys and key cards may not be duplicated or transferred to other individuals. All Residence keys and key cards must be returned at the end of the Term. If a key is not returned the Student will be charged the replacement cost of the lock and key. Please see Residence Handbook for fee breakdown.

**Fitness Facility:** The fitness facility located within Clare Hall is not staffed and the use of the fitness facility and/ the Student's participation in fitness activities are voluntary and at the Student's own health and safety risk.

**Emergency Contact:** If the Student requires emergency medical assistance, or emergency assistance of any sort, the Student agrees that the Residence Staff or University has their irrevocable consent to contact the Student's emergency contact(s) or next of kin, if deemed at the discretion of Brescia University College to be appropriate in the circumstances for the purposes of dealing with the emergency requiring the assistance. The Student shall disclose their emergency contact(s) to the Residence Department in the Student's online Residence application and upon move-in to residence in the "Emergency Contact Information Form." If the Student's emergency contact(s) changes during the Term, then the Student agrees to notify the Residence Department immediately.

The Student hereby confirms that they have received, read, and understands the Residence Handbook and the University Code of Conduct agrees that the foregoing forms part of this Agreement, and the Student hereby agrees to comply with all of the foregoing. The University reserves the right to amend or make additional rules and regulations concerning the Room and/or the Residence, which shall form part of this Agreement and the Student hereby agrees to be bound by such amendments or additions. Any breach of any such policies shall be considered a breach of this Agreement.



Before signing this Agreement, please make sure you have read, understood and sought clarification to any questions you may have about this Agreement. There are twelve sections to this Agreement:

1. Eligibility
2. Term
3. Fees
4. Meal Plan
5. Termination of Residence Agreement
6. Health and Safety
7. Commitment to Diversity
8. Room Assignment
9. Facility and Room Use Access
10. Keys
11. Fitness Facility
12. Emergency Contact

This Residence Agreement is duly executed by the student and, where the student is under the age of 18 years, the parent or legal guardian of such student on the date as hereinafter indicated.

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(Signature of student)

Date

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(Signature of Parent or Guardian where student under the age of 18)

Date

Please **clearly print** the following information in the space provided:

First Name		Last Name	
Date of Birth	YYYY/DD/MM	Cell Phone Number	
Emergency Contact		Emergency Contact Phone Number	