

RESIDENT CONTRACT

This agreement is between THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY (Hereinafter referred to as the "College") and to any resident (hereinafter referred to individually as a "Resident" or collectively as "Residents") of an assigned room (hereinafter referred to as a "room" or a "Room" or a "suite") located in Sutherland Residence Village (Peterborough) or Frost Residence (Lindsay) (individually referred to as a "residence" or a "Residence" and collectively as "residences" or "Residences").

Eligibility. A Resident must be a full-time Fleming College student to reside in residence. Residents that withdraw from the College to drop below full-time status are required to inform Housing Services immediately. The College reserves the right to check the academic status of students to confirm their eligibility for residence as required.

Term. The Term of the contract is related to the academic semesters of the College and the Residence 'Move-In' and Move-Out' days detailed in Table 1. There are three Terms: (a) 'Academic Year', (b) 'Winter Semester, (c) 'Spring/Summer Semester.' Each Term commences as noted in Table 1 and each Term ends at 12:00 p.m. on the earlier of: (a) the day following the completion of the Resident's last examination of the semester, or (b) the ends of Term noted in Table 1.

Term Breaks. The Term does not include the time between each semester, specifically for the 'Academic Year' this includes the 'Winter Break.'

Please note, a Residence Stayover Option will be made available for residents who are unable to move out during the Term Breaks. This option must be applied for in advance and will be charged an additional daily rate. All applications for the Residence Stayover Option will be reviewed by Residence Management

**Important: The College Residence will be closed and inaccessible from December 14th, 2024, at noon through January 5th, 2025 at 10 a.m.
Only students who have been approved for the Residence Stayover Option will be permitted to access residence between these dates.**

Residents are solely responsible to make other accommodation arrangements during the Winter Break as the Residence Fees do not include this closure. Residents are permitted to leave their belongings in the assigned room between Fall and Winter semesters if they are not moving out. If a Resident has been offered a room for the Spring semester, they are required to fully vacate their current bedroom and suite at the end of the Winter semester, unless they are already assigned a room in the building designated for Spring occupancy, as determined by the Residence Office.

Residents enrolled in programs that run longer than then end of the 'Academic Year' must make alternate arrangements with the Housing Services office as Residence Fees differ depending on the length of occupancy. Please refer to the [Fleming College Academic Schedule](#) for more information on academic dates.

The Residence Stayover Option application will open during week nine of the academic term and will remain open until the first of the following month. Students wishing to apply for the Residence Stayover Option must apply between these dates via the Housing Portal for consideration.

Contract Amendment & Notification. The College may update the terms of the Resident Contract from time to time and the College will provide update by electronic communication (email) related to any important changes.

TABLE 1: Terms

Term	Start (Move-In)	End (Move-Out)
Fall 2024 & Winter 2025 (Two consecutive terms)	Friday, August 30, 2024	Saturday, December 14, 2024 (no later than 12:00 pm)
	Sunday, January 5, 2025 (after 10:00)	Friday, April 18, 2025 (no later than 12:00 pm)
Winter 2025 (New Residents)	Friday, January 3, 2025	Friday, April 18, 2025 (no later than 12:00 pm)
Spring 2025 (New & Returning Residents)	Friday, May 2, 2025	Saturday August 16, 2025 (no later than 12:00 pm)

Pre-Conditions to Occupancy. The Resident may not occupy a Room, unless (a) the Resident is currently enrolled and a full-time student in good standard at the College, (b) this Contract is executed by all parties, with all information acknowledged by the Resident; (c) all associated Residence Fees (deposits, fees, charges) are paid in full; (d) and the College has assigned a Room to the Resident.

RESIDENT FINANCIAL OBLIGATIONS

1. The Resident understands that by signing the Resident Contract they are responsible to pay College all associated residence fees, deposits, and charges according to the schedules and procedures set by the College and periodically amended, repealed, or altered by the College.
2. The Resident agrees to pay a \$75 charge for any late payments.
3. The Resident agrees to pay an additional administrative fee of \$30 for returned payments for non-sufficient funds returned to the College by the bank for any reason whatsoever.
4. The Resident will receive keys and assumes responsibility for the keys assigned to them upon check-in. Keys include a suite key (Sutherland Residence Village only), bedroom key and access key card (OneCard). The cost of replacing each missing steel key is \$25.00. The cost to change a lock is \$45.00 per door.
5. Resident is responsible to advise the College of any damages, or deficiencies regarding the condition of rooms, furnishings, the operating condition of the appliances, and shared common space within 48 hours of move-in. If not, it will be assumed that the room/suite and its furnishings and appliances are in satisfactory condition. The Resident agrees to report needed repairs or damage or other concern related to the premises.
6. The Resident is financially responsible for all damages, deficiencies, or losses that they or their guests cause to the residence and/or to the premises (i.e. bedroom, shared quarters in the suite, and public areas on residence property). Residents are financially responsible for deficiencies in their bedroom and collectively for deficiencies in their suite and public areas on residence property unless specific individuals take responsibility. If a resident does not take responsibility, the repairs

costs will be assessed and shared by all occupants of the space in which the damage occurred, regardless of if the Resident was present. Residents must not attempt to fix or repair any damages and must report all such damage or any problems to the Residence Office.

7. The Resident understands that the College may accept residence fees in arrears before or after its notification to the Resident to vacate the residence, without prejudice to its right under this agreement to require that the resident vacate.
8. The Resident understands that after vacating the residence the deposit, less any outstanding charges, will be credited to the student account to be applied to future academic term fees. Once the College has issued a statement of account reflecting a refund, the Resident may submit a written request to the Registrar's Office to issue a refund by cheque or credit card to the cardholder based on the original method of payment. A refund may not be processed if the student account is in arrears.
9. The Resident understands that the College reserves the right to withhold the marks and/or diploma of a resident until all outstanding monies are received.
10. The College assumes no liability for lost, stolen, or damaged items of personal property and there will be no compensation for any loss, damage, and/or inconvenience from the interruption of services provided by the College. The Resident agrees that the College is not responsible in contract or in law for any injury to the resident or their guests or for losses or damage to property owned by or under the control of the resident or their guests. Further, the Resident agrees to indemnify the College for any losses, expenses, and costs sustained by the College as a result, direct or indirect, of the resident or their guest's wilful or negligent acts. The Resident is required to obtain personal insurance against such losses. In addition, the Resident is responsible to insure any property belonging to the Resident which may be located in the Resident's assigned room from time to time. Residents can often obtain coverage through a 'rider' on the family's tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the Resident as well as loss or damage to the property of the Resident.
11. Where the Resident does not vacate the Room in accordance with and on the date provide for in this Resident Contract the Resident shall pay the College for occupation of the Room beyond the date vacancy is requirement, at a daily rate established by the College. In addition, the College or its agents may enter and take possession of the Room and the College may, at its discretion, store or dispose of the Resident's property and the College shall have no liability to the Resident relating to damage to or less of such property. The Residence shall be responsible for the cost of disposal and/or storage of such property.

RESIDENTIAL ENVIRONMENT

Room Assignment. The College has the sole authority to assign rooms and accommodation. The College may transfer residents to different rooms for a reason, which in its sole discretion it deems to be good and sufficient. Room transfers can only take place once authorization has been granted by the Residence Manager and communicated to all parties. There is a \$150.00 administrative fee for room transfers.

Suite or Bedroom Entry. The Resident agrees to allow the College, its agents or employees, to enter their suite and/or bedroom at any time with or without notice in case of an emergency, health & safety concern, or to carry out their assigned duties as determined solely by the College, and at minimum twice per semester for inspection of the premises.

Conduct. All Residents and their guests/visitors are bound by policies, procedures, codes, and guidelines set out in: The Resident Contract, Residence Student Handbook, Residence Community Standards, Student Rights & Responsibilities Policy, Sexual Violence Prevention Policy, Harassment & Discrimination Policy, Information Technology Services Appropriate Use Policy and ResNet Procedures. It is the sole

responsibility of the Resident to read and be abide by the meaning and intent of these documents and hereby agrees to be bound by their terms and conditions.

Cleaning, Housekeeping and Maintenance. The College is only responsible for housekeeping in the public areas outside suites. Residents must keep their rooms, shared common space, and all appliances in the suite clean. Garbage, compost, and recycling are to be disposed of regularly. Upon transferring rooms or vacating the residence, residents shall leave the premises in a neat, tidy, and orderly condition and remove all items owned by them. The College, at its discretion, may provide light cleaning service of the suite common areas (kitchen, living room, washrooms) in advance of the end of each term.

The College shall be responsible for the mechanical and electrical maintenance of the appliances (fridge, stove, microwave) provided. It is understood that if these appliances require repairs for any reason other than normal wear and tear, then the cost of repair shall be charged to the resident causing the damage, or if no resident claims responsibility for the repair, then the cost of repair shall be charged equally amongst those residents who occupy the suite.

Force Majeure. To the extent that the College is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the College shall be relieved from the fulfilment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. The College shall not be responsible for failing to meet its obligations under this Agreement due to a work disruption of staff or due to an emergency, including fires, floods, earthquakes, severe weather, flu pandemic, intervention by authorities having jurisdiction, governmental legislation or other unforeseen developments. The College serves the right to require residents to immediately vacate the premises or unit if a situation occurs in which safety measures are compromised.

Emergencies. An Emergency means a health emergency or other unavoidable event which is beyond the reasonable control of the College, which results in a situation in which the College determines in its sole, based on advice from a medical professional, or a directive, bulletin, notice or other forms of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the College ("Directives"), that Residents, employees of the College or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residence, disease, virus or other biological or physical agents that may be detrimental to human health, while in a College Residence or College Annex.

If an Emergency exists, the College 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:

- a) During an Emergency, the College shall be entitled to restrict or limit access to College Residences to employees of the College only, and/or to prohibit entry by Residents, visitors or invitees for a reasonable period during such event.
- b) Notwithstanding that the College may have entered a Resident Contract with a Resident, the College shall have the right during an Emergency, to terminate such agreements before the commencement of the Term, to comply with directives or where the College determines that it will not be safe to operate the Residence and the College shall have no liability to a Resident as a result of such termination.
- c) The College shall be entitled during an Emergency to close all or any part of a College Residence or if it determines that it is not safe to continue to operate the Residence or certain parts thereof, in which case Residents shall vacate the room they occupy in accordance with the reasonable requirements of the College.

- d) The College 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 College, including health screening, the use of handwashing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective equipment by all Residents including, but not limited to, protective barriers, gloves, and masks, face shields, etc.
- e) During an emergency, the College shall also be entitled to specify specific modes of ingress and egress from and to the Residence 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 Residence.
- f) Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable events which are beyond the control of the College, results in the closure of a Residence, the College, 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 College deems appropriate in the circumstances.
- g) During an Emergency the College may impose, change, modify, or revoke a vaccination policy at any time due to a change in circumstances or as may be required by provincial government or public health directives. The Resident understands and acknowledges that if the Resident is unable to be comply with any such policy, they may not be able to move-in until this requirement has been met and the Resident may be subject to any applicable cancellation charges and fees if this requirement is not met. In addition, the Resident understands and agrees that failure to comply with any such vaccination policy may be deemed to be a material breach of this Resident Contract.

Permission to Share Information. The Resident grants permission to the College to share the Resident's name, room number and contact information with the Registrar's Office, physical resources department, campus security and campus services (food, parking, bookstore, one card) if needed for informational, health & safety, facility maintenance, college affiliation, billing or refund purposes.

The Resident agrees to allow the College to use their photographic/video image for publicity and marketing efforts in both electronic and print form. Images may be taken during residence-sponsored activities/events. If any Resident does not want their image used, they may opt-out by contacting the Manager, Residence Life.

Residential Tenancies Act Exemption. The Residence is fully exempt from the Ontario Residential Tenancies' Act as per the criteria met in Section 5(g) of the Act, and thus all term and conditions in the Resident Contract are binding.

Electronic Submission of Resident Contract. Electronic/online submission of the Resident Contract constitutes acceptance of the terms and conditions stated therein. Electronic/online submission of the Resident Contract indicates that the students (and parent or guardian if the student is under the age of 16) has read and understood the Resident Contract in its entirety.

If any portion of this agreement is found to be unenforceable or invalid, the remainder of the agreement shall stand.

TERMINATION OF RESIDENCY

1. **Cancellation by the Resident (Prior to Move-In).** Students must contact Housing Services directly to cancel their room offer prior to move-in. Withdrawing from an academic program will not automatically cancel a room offer. Cancellation charges will apply as follows:

Cancellation fees	Fall 2024 term	Winter 2025 term	Spring 2025 term
50% deposit (\$200)	On or before June 28, 2024	On or before November 1, 2024	On or before February 28, 2025
\$400 deposit	On or before August 16, 2024	On or before December 20, 2024	On or before April 18, 2025
\$400 deposit & 30 days' fees	On or after August 17, 2024	On or after December 21, 2024	On or after April 19, 2025

2. **Withdrawal from Residence (After Move-In).** The Resident must provide a minimum of 60 days' notice to vacate their residence space without being financially responsible for breaking their Resident Contract. The 60-day notice period will begin when a completed electronic Withdrawal Form is submitted through the Residence portal.

Please note that the 60-day notice deadline to withdraw for the Winter 2025 term to avoid cancellation penalties is on or before November 4, 2024.

Students that withdraw from residence after the move-in date assigned by Housing Services will be responsible for 60 days' fees that includes the deposit, less any assessed charges. If a resident chooses to, or is required to, vacate the residence without 60 days' notice for any reason, they will be responsible for up to a maximum of 60 days' fees in addition to a \$200 Cancellation Fee. The exact amount of the refund is pro-rated by the number of days remaining on the 60-day notice.

3. **Vacating.** Vacating the residence requires that all personal belongings are removed by the established Move-Out Date and keys are returned to the Residence Office. If personal items are not removed and keys returned by the Move-Out Date, the College has the right to remove, store/dispose of items left by the Resident, take possession of the room and charge a per diem rate for any additional day(s).
4. **Refunds for early Cancellations or Withdrawals.** When a resident moves out of residence they are placed on a cancellation 'refund' Waitlist in chronological order of the date the withdrawal form was submitted. A pro-rated credit to their student account will be issued to the first student on the Cancellation Waitlist when a residence space (regardless of gender or room location) is filled with a new student. Room transfers from current residents do not qualify as a new resident residing in a vacant room. The Resident understands the deposit, less any outstanding charges, will be credited to the student account to be applied to future academic term fees. Once residence has issued a statement of account reflecting a refund, the Resident may submit a written request to the Registrar's Office to issue a refund by cheque or credit card to the cardholder based on the original method of payment. A refund may not be processed if the student account is in arrears.
5. **Termination of Residency by the College.** The College may terminate this Residence Contract and require the Resident to vacate the Residence if:
 - a. There is a material breach by the Resident of any provision of this contract.
 - b. The Resident fails to check into their assigned Room and pick-up keys within the first five (5) days of the first day of the Semester.

- c. The Resident abandons their Room as detailed in 3. Vacating.
 - d. The Resident violates any of term of the Resident Contract, including violations defined in the Residence Handbook or any breach of the Student Rights & Responsibilities Policy, Violence Prevention Policy, Harassment & Discrimination Policy, Information Technology Services Appropriate Use Policy and ResNet Policies & Procedures. This College may impose terms on students including a ban on entering residence and deem them ineligible to apply to residence in future semesters.
6. **Notice of Termination.** Written Notice of Termination of Residency will be provided to the Resident. If the Resident is unavailable for receive the notice in person, then electronic delivery of the notice and delivery of the notice to the Resident's room shall be deemed proper. Housing Services shall specify the Effective Date of Termination, which shall be not less than two days (48 hours) from the date and time of delivery of the Notice of Termination of Residency to fully vacate, remove all personal belongings and return keys to the Housing Services office, unless as determined by the College that immediate removal is required. Notwithstanding the early termination of the contract, the Resident will be responsible for the assigned fees noted above.
7. **Outstanding Fees.** Any outstanding dollars owed to the residence and/or the College (i.e., residence fees, charges, damages, etc.) will be deducted from the deposit before a final refund is issued. If the amount exceeds the dollars on the deposit, a summary of charges will be issued to the resident and will be payable to Sir Sandford Fleming College within 10 business days after receiving their final Summary of Account.