

## CAPILANO UNIVERSITY RESIDENCE AGREEMENT ACADEMIC YEAR 2021-22.

This document is a legally binding agreement between you, the Resident, and Capilano University (“the University”). This document contains the terms and conditions applicable to you while living in Capilano University Residence (“Residence”) and obligates you to comply with the standards and regulations set out in this document, the Residence Handbook, and your Offer of Residence. By accepting an Offer of Residence from the University you acknowledge that you fully understand and agree to the terms, standards, and financial obligations presented by this agreement.

This agreement shall become effective as of the date signed. For these purposes, signature is considered to be the entering of the Resident’s student ID number in the Residence Portal as outlined in the Offer of Residence.

### 1. Definitions

“Confirmation Payment” means the amount due upon acceptance of this agreement, as stated in the Offer of Residence.

“Event of Force Majeure” means of the following events (a) natural disaster, fire, flood, storm, epidemic, pandemic (this may result in specific changes to the contract or housing situation and we will do everything in our power to provide as much advance notice as possible), or power failure (b) a war (declared or undeclared), insurrection or act of terrorism (c) a strike (including illegal work stoppage or slowdown) or lockout, if the event prevents the University from performing its obligations in accordance with this agreement and is beyond the reasonable control of the University.”

Since we are offering double rooms, this is to protect us should case spike and we are not able to offer accommodation to all students offered, we would be able to rescind offers.

“Interim Period” means the periods in August and December during which Residence operates with reduced services and all residents without prior approval are required to vacate Residence.

“Move-In Date” means the date stated in the Offer of Residence on which the Resident will be first permitted to move into Residence.

“Move-Out Date” means the date stated in the Offer of Residence (or any subsequent communication from the University) on or before which the Resident must vacate Residence.

“Offer of Residence” means an offer to live in Residence, extended to you by the University.

“Residence” means Cypress Hall, Grouse Hall, Seymour Hall, and any common buildings or grounds related to their operation, including, but not limited to, the Dining Hall, gym, and parking lots.

“Residence Handbook” means the document containing all rules and standards that apply during the Resident’s occupation of a Room in Residence as may be amended from time to time.

“Residence Fees” means any amount payable under the agreement including, but not limited to room fees, meal plan fees, cancellation fees, and additional fees and charges.

“Room” means the specific room licensed to the Resident by the University as stated in the Offer of Residence (or any subsequent communication from the University).

## **2. The Agreement**

2.1. This agreement creates a licensor/licensee relationship between the University and the Resident. The Residential Tenancy Act of British Columbia does not apply to this agreement and to the Resident’s occupation of a Room in Residence.

2.2. The University may, at any time, revise or amend the terms of this agreement. In the event of a change, the Resident will be notified by way of their University email account. Changes will be effective as of the date set out in the notification email.

2.3. To the extent that the University is unable to fulfill, or is delayed in fulfilling, its obligations under this agreement by any cause beyond its reasonable control, the University shall be relieved from the fulfillment of its obligations during that period. The Resident shall not be entitled to any compensation as a result thereof.

2.4. Any reference, in this agreement, to the University and/or to the Resident includes respective heirs, estate trustees, legal representatives, successors, and assigns as applicable.

2.5. This agreement is governed by and will be interpreted in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.

## **3. Occupancy**

3.1. This agreement grants the Resident a license to occupy a Room for the duration stated in the Offer of Residence, unless earlier terminated as permitted in this agreement. The Resident may not assign, sublet, or permit the use of the Room for any persons not designated, or as otherwise prior approved in writing, by the University.

3.2. The Resident will not be eligible to occupy a Room unless they are currently enrolled as a full-time student in good standing at the University, as determined by the University. A change in the status of the Resident may result in changes to or the termination of this agreement.

3.3. The Resident will only be permitted to live in and/or keep their belongings in Residence for the duration of the Summer Interim Period from August 21, 2021 to September 1, 2021 provided

that they (i) have an existing Residence Agreement for Summer 2021 that ends on August 21, 2021, and (ii) pay the associated Interim Period fee.

- 3.4. The Resident will only be permitted to remain in Residence for the duration of the Winter Interim Period from December 18, 2021 to January 2, 2022 provided that they (i) receive written approval for their request to stay from the University, (ii) are continuing their stay in Residence in the subsequent Spring semester, and (iii) pay the associated Interim Period fee. If these conditions are not met, the Resident will be required to vacate Residence for the duration of the Winter Interim Period. The Resident may leave their belongings in the Room during the Winter Interim Period, provided that they are returning to the same Room in the subsequent semester, but will not be permitted access to the Room or the contained belongings during the Winter Interim Period.
- 3.5. The Resident must check-in to Residence no later than 7 calendar days past the Move-In Date. Failure to check in by this time, without prior notification to Student Housing Services, will result in the forfeiture of the Room.
- 3.6. If the Resident remains in occupation of a Room after the Move-Out Date or after the date stated in any notice of eviction or termination, without the express approval from the University, no new right of occupation is created. The University may, without notice, and with the necessary force and assistance, re-enter and take possession of the Room, remove the Resident and their property, at the Residents expense, without liability to the University for any damage or loss.
- 3.7. When assigning specific rooms or units, the University will not discriminate on the basis of any grounds protected by the Human Rights Code of BC. The University will attempt to accommodate special requests and roommate requests, but cannot guarantee any particular type of accommodation or roommate assignment. This agreement is not void or voidable on the basis that the Resident does not receive a particular type of accommodation or their desired roommate.
- 3.8. The University reserves the right to, at any time and without notice, change roommate, building, and/or room assignments. The University is not responsible for any moving costs.

#### **4. Residence Fees and Payments**

- 4.1. All amounts stated in the Offer of Residence or in any other communication from Student Housing Services are in Canadian Dollars.
- 4.2. The Resident agrees to pay the University the Residence Fees associated with the type of Room the Resident is assigned as stated in the Offer of Residence. The total balance of Residence Fees must be paid to the University by the deadlines stated in the Offer of Residence. If the Resident moves to or is required to move to a different Room, the Resident may be required to pay

Residence Fees that differ from those stated in the Offer of Residence to account for any changes in type of Room.

- 4.3. The Resident is required to purchase a mandatory meal plan and agrees to pay all Residence Fees associated with the meal plan by the deadlines stated in the Offer of Residence.
- 4.4. The Resident agrees to pay any additional Residence Fees assessed by the University as stated in the Residence Handbook.
- 4.5. All amounts payable by the Resident under this agreement will be allocated to the Resident's Capilano University Student Account. All amounts payable are subject to the University's Failure to Pay Fees and Charges Policy.

## **5. Liability, Loss, and Insurance**

- 5.1. The Resident is responsible for all loss of property and damages that are caused, whether intentionally or unintentionally, by the Resident or their guest(s) while in Residence. If the University is unable to determine who is responsible for damage and/or loss, the costs associated may be divided and applied equally to students living within a particular building, floor, or room.
- 5.2. The University carries insurance for its own benefit and does not provide the Resident with general insurance, liability insurance, or property insurance. The Resident is strongly encouraged to obtain a residential insurance policy that covers loss of personal property and liability for personal and property damage.
- 5.3. The University is not responsible for personal property that is lost, stolen, or damaged in any way, regardless of cause or location. The University is not responsible for any injury or death caused to the Resident and/or their guest(s) while in Residence or while participating in any activities approved or sponsored by the University.

## **6. Termination of This Agreement**

- 6.1. The University may terminate this agreement at any time if:
  - 6.1.1. The Resident fails to pay, when due, any amount owing to the University, pursuant to this agreement or otherwise;
  - 6.1.2. The Resident does not or no longer meets the eligibility requirements stated in section 3.2 of this agreement;

- 6.1.3. The Resident fails to comply with any provision of this Agreement, the Residence Handbook, or any applicable University policy;
  - 6.1.4. for an Event of Force Majeure; and/or
  - 6.1.5. for the convenience of the University and without cause.
- 6.2. The Resident may terminate this agreement at any time provided that they agree to pay the fees listed below:
- 6.2.1. if terminated prior to the Move-In Date, the Confirmation Payment will be non-refundable; or
  - 6.2.2. if terminated after the Move-In Date, the Residence Fees inclusive of any unpaid amounts for the academic term during which the agreement is terminated; or
  - 6.2.3. if terminated after December 1, 2021, the Resident agrees to pay an additional cancellation fee.
- 6.3. Notwithstanding section 6.2 immediately above, a Resident may be eligible for a full refund of the Confirmation Payment (if the agreement is terminated before the Move-In Date) or a partial refund of Residence Fees, as solely determined by the University, if one or more of the following conditions are met:
- 6.3.1. The Resident has been required by the University to withdraw from the University. This does not apply in situations where the Resident is suspended or expelled;
  - 6.3.2. The Resident must withdraw from the University and/or is no longer able to live in Residence for medical reasons, (as vetted and agreed to by the University);
  - 6.3.3. The Resident has been assigned to a University sponsored program that requires them to reside outside of the immediate area (as determined by the University);
  - 6.3.4. the University has terminated this agreement for a reason listed in 6.1.4 or 6.1.5; or
  - 6.3.5. the University has terminated this agreement for a reason other than those listed in section 6.1.1, 6.1.2 and 6.1.3 of this agreement..