



OFFICE OF THE DEAN

UNIVERSITY OF TORONTO
ST. MICHAEL'S COLLEGE

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St. Michael's College Residence Agreement 2017-2018

I, hereby accept the offer of a room (a "Room") in the St. Michael's College ("the College" or "St. Michael's College") Residence ("the Residence"), and agree to all of the following terms and conditions:

A. Academic Status

I agree that in order to occupy a space in the Residence, I must be registered as a full-time student at the University of Toronto, or enrolled in an equivalent academic program with all fee payments up-to-date. Should I cease to be so registered, I agree to give immediate notice to the Dean of Student's Office at the College (the "Dean of Students"). In such an event, if deemed necessary by the Dean of Students, I will permanently vacate the Residence within the time period specified in writing by the Dean of Students. I hereby consent to the University of Toronto or its affiliates releasing to the College, and further consent to the College receiving and reviewing for its purposes, my academic records in order that the College may verify my academic standing from time to time.

B. Term

I agree that my residence term (the "Term") runs between *September 2nd, 2017*, and the earlier of (a) 48 hours after my last exam; or (b) the last day of exams on the Faculty of Arts & Science Calendar *in December 2017, and between January 3, 2018* and the earlier of (a) 48 hours after my last exam; or (b) the last day of exams on the Faculty of Arts and Science calendar in April, 2018.

C. Fees

I agree that on accepting this offer of a space in the Residence, I shall pay all fees for room and board at the Residence, incidental fees and interest charges as outlined in the SMC Residence Fees Schedule, or when specified by the Dean of Students.

D. Deposit

I agree to provide to the College a deposit in the amount of \$600.00 (the "**Deposit**") in respect of the reservation of my Room at the Residence, which Deposit shall be credited toward my fees for room and board at the Residence. I acknowledge that the Deposit is non-refundable.

E. Moving Out of the Residence

I agree to remove my belongings and vacate the Residence no later than the day of expiry of the Term, and to return any keys to the Residence in my possession to the Porter's Desk at the Residence. After the expiry of the Term, I acknowledge that the College shall have the right to enter my Room and change the locks, at its sole discretion, without notice or liability to me, and has no responsibility for any of my possessions left at the Residence or in my Room after the expiry of the Term. The College has the absolute right to dispose of such possessions after the expiry of the Term without any liability to me.

F. Withdrawal from Residence:

In the event that I cancel my reservation prior to moving in to the Residence or in the event that I withdraw, or am required to withdraw, from the Residence after moving in but prior to the end of the Term, for any reason, including, but not limited to, eviction for disciplinary related infractions, a revoked Offer of Admission from the University of Toronto, my own decision to enrol at a different university or

cease to attend the University of Toronto, I agree that I am responsible for fees as follows:

| Date of Withdrawal | Withdrawal Penalty Charged | Additional Charges |
|--|-----------------------------------|--|
| Prior to <i>September 2nd, 2017</i> | n/a | Forfeit \$600 deposit |
| <i>September 2nd, 2017 – November 30th 2017</i> | \$1,500 | Nightly room and board rate from <i>September 2nd 2017</i> to the date the resident will check-out +, incidental fees and council fees, + withdrawal fee |
| From <i>December 1st, 2017</i> and onward | n/a | Students are responsible for all fees in their entirety |

I agree that the early withdrawal charge is not a penalty but a pre-estimation of liquidated damages resulting from my early withdrawal from the Residence. I agree that I am required to give immediate notice to the Office Dean of Students if I cease to be registered as a full-time student at the University of Toronto, or if I decide, at any time, to move out of the Residence.

G. Absence:

I agree that I am responsible for the safety and security of my Room on a daily basis, and will lock my door or take other measures to secure my Room when I leave for any period of time. I further agree that, should I leave my Room unattended for an extended period of time (i.e. due to travel during holidays, vacations, or Reading Week), I will ensure the safety and security of my Room including, but not limited to, locking my door, closing all windows, and removing or unplugging all of my personal electronic equipment. I agree that the College, the University of Toronto, and those for whom they are in law responsible, their successors and assigns, shall not be liable for any loss or damage to my personal property arising from, or any way resulting from, my failure to secure my Room during any such absence.

H. Meal Plan:

I agree that a meal plan provided by the College is mandatory and that opting out is not permitted. I acknowledge and agree that no meat will be served in the cafeteria on Ash Wednesday or Good Friday, and that no meals will be served over the Christmas holidays. I also agree that the Dining Hall will operate on reduced hours during the College’s Reading Week and exam periods.

I agree that the Dean of Students’ Office will make every effort to accommodate any allergies or dietary restrictions I may have, however this is not always possible. I also agree that it is my responsibility to discuss any allergies or dietary restrictions with the Dean of Students’ Office prior to finalizing my application for residence.

I agree that meal plan changes are permitted up to *September 30, 2017*. Up until this date, I may upgrade or downgrade my meal plan at no additional charge. After *September 30, 2017* I will only be permitted to upgrade my meal plan and my meal plan fees will not be pro-rated.

I agree that no refunds will be issued for missed meals or unused Flex Dollars. I also agree that unused Flex Dollars and missed meals are automatically forfeited after move-out day and do not carry-over to the next academic year in residence.

I. Room:

I agree that my acceptance of this offer entitles me merely to the use of the Room which is allocated to me by the Dean of Students in his sole discretion, and that the College will retain possession and control of the Room during my occupancy. I further agree that the College is entitled to establish restrictions on my use

of the Room. The restrictions on my use of the Room shall include, but are not limited to:

- a) Compliance with the regulations established by the Residence, entitled "SMC Rules of Residence," "SMC Residence Code of Discipline," "SMC Residence Network Use Agreement," and "SMC Residence Alcohol Code," and with the "University of Toronto Student Code of Conduct," as amended from time to time. These documents are available from the College's website;
- b) Compliance with the orders, notices and directives of the Dean of Students, and the Dean's employees, including the Dons of St. Michael's College;
- c) Compliance with the rules and regulations of the University of Toronto in force at any time and the directives of the University of Toronto and St. Michael's College security officers when issued in performance of their duties;
- d) The right of the Dean of Students to re-allocate rooms;
- e) The right of authorized College staff to enter my Room at any time for maintenance and cleaning;
- f) The right of the Dean of Students, the Dean's employees, including the Dons, to enter my room at any time in order to ascertain compliance with residence regulations;
- g) The right of the Dean of Students to levy charges in the event of damage done to my Room or its contents, or other College property, by myself or my guests;
- h) The right of the Dean of Students or Dons to levy charges or fines in the case of disciplinary action arising in relation to this agreement, or from the violation of the regulations established by the College;
- a. The right of the Dean of Students and the Dean's employees, including the Dons, to confiscate or dispose of contraband materials that are found on College property.

J. Bedbugs:

I hereby acknowledge and agree that high density populations are occasionally subject to pest outbreaks, including but not limited to bedbugs. With the declining use of pesticides coupled with increased exposure due to travel, outbreaks of bedbug infestation have been occurring at fine hotels, college/university residences and hostels across Canada and the U.S.A, and bedbugs may be unknowingly brought to the Residence by a student in his or her luggage.

I hereby acknowledge and agree that should I suspect that my Room has bedbugs, I shall contact the Residence front desk right away and the College will take actions to investigate. If the presence of bedbugs is confirmed, the College will engage a professionally licensed pest control company to treat the problem. To reduce the likelihood of further infestation, the College will check adjacent rooms as well.

I hereby confirm that I will provide my full cooperation and active participation in dealing with the treatment, including, but not limited to, laundering my linen and clothing using as hot a washing/drying cycle as possible. I acknowledge that the College will steam clean the carpet in my Room which will require me to move my personal belongings in order to provide access. I hereby acknowledge and agree that should bedbugs be confirmed, no refund or reduction of fees will occur and I will not be relocated due to the increased risk of spreading the pest.

I hereby acknowledge that bedbug eradication is often a lengthy process and it may take repeated actions to treat any bedbug problem in my Room.

K. Asbestos:

I hereby acknowledge that most buildings in Canada built prior to the mid-1980s, including certain of the College's facilities, contain asbestos in one form or another. Scientific knowledge to date indicates asbestos in its non-friable form (such as in floor tiles, ceiling tiles etc.) poses no danger unless it is being drilled, ground, broken or sanded. Friable asbestos (i.e. material that can be easily ground to dust between fingers), inhaled in large quantities over a long period of time, however, may be a health hazard. The College has an Asbestos Control Policy in place that fulfills the requirements of current applicable legislation. This program ensures that correct procedures are followed in the handling of asbestos and that every precaution is taken to reduce any potential exposure risk to the University community. Asbestos used in decorative ceiling stucco, vinyl floor tile, dry wall joint compound or transite board, as found in some residences, is non-friable. However, it can become friable if disturbed. I hereby agree that I will not damage these structures or make alterations or repairs to my Room without the explicit written approval of the Dean of Student's Office and/or the Conference Office.

L. Athletic Participation:

I further agree that should I use the College's weight room or any other athletic facility on campus, participate in athletics at the College, participate in intra-mural sports on College teams, or participate in athletics at College events on or off campus, there are certain risks of injury that are inherent to participation in sports and recreational activities. These types of injuries may be minor or serious and may result from my own actions or the actions or inactions of others or a combination of both. I hereby warrant that I am physically fit should I choose to participate in such activities and that I understand that the choice to participate brings with it the assumption of those risks that are a part of athletic or recreational activities. Accordingly, I agree that the College, the University of Toronto, and those for whom they are in law responsible, their successors and assigns, shall not be liable for any injury to my person or loss or damage to my personal property arising from, or any way resulting from, my participation in these activities.

M. Emergency Contact:

As a resident over 16 years of age I consent to the College contacting my emergency contact and/or next of kin in case of a medical crisis or critical situation.

N. Harmful Behaviour:

Students who exhibit behaviours which are deemed potentially harmful to themselves or others may be required to meet with support services and/or have their emergency contact notified. Alternative housing arrangements may be necessary in cases where a student is deemed to require more support than our staff can provide.

O. Disclaimer:

I hereby disclaim and renounce any and all rights, claims, demands and causes of action of any kind or nature whatsoever that I may have against the College and the Collegium of The University of St. Michael's College ("the Collegium") and those for whom they are in law responsible, their successors and assigns, arising out of or connected with any enforcement or non-enforcement by the College or the Collegium of any of the rules, regulations and rights, and any amendments made thereto, listed in paragraphs (a) through (i) above.

I agree that I shall not hold the College nor the Collegium and those for whom they are in law responsible, their successors and assigns, liable for any losses, causes of action, demands or other incidental, indirect, consequential, special or contingent damages, that I may incur or sustain arising out of, or in any way connected with, my residency at the College; I agree to these terms regardless of the form that such losses or damages may take, whether or not the possibility of any such losses or damages reasonably could have been foreseen by the College or the Collegium, and whether or not any such losses or damages were the result of my failure to abide by the rules and regulations and any amendments made thereto, referred to in paragraphs (a) through (c) above, including, without limitation, theft, fire, howsoever caused, injuries, illness, or accidents to myself or my invitees, natural disasters, vandalism, or the failure of the College or

the Collegium to enforce the aforementioned rules and regulations.

P. Indemnification:

In consideration of the College accepting me as a resident, I hereby agree to indemnify and save harmless the College, the Collegium, and those for whom they are in law responsible, their successors and assigns, from and against all damages, losses, liabilities, costs and expenses they may incur or sustain in respect of any demand, claim, action, suit or proceeding that is proposed or commenced against them, relating to or arising out of my failure to abide by the rules and regulations, and any amendments made thereto, referred to in paragraphs (a) through (c) above, this Agreement, and the rules and regulations that are designed for the safety and protection of participants in athletics and intra-mural sports howsoever caused. This indemnity shall be binding upon my heirs, executors, administrators and legal personal representatives.

I understand and agree that the failure to abide by any of the above terms and conditions is a breach of this Agreement and that in such an event, the College may, at its option and with notice, terminate my residency at the College and I agree to vacate the Residence with all of my belongings at the time specified by the College. I understand and agree that the College may notify other University of Toronto residences about the termination of my residency and provide information concerning such circumstances. I understand that a termination from SMC Residence may affect my eligibility for admission to the other UofT Residences.

I have read the terms and conditions contained in this Agreement and agree to each and all of them.

***Important Note to Parents / Legal Guardians:** St. Michael's College regards its residents as adults and respects their right to privacy. For this reason, the College will only contact parents in cases of medical crisis or emergency situations. Disciplinary issues, academic standing, withdrawal from courses or from the university, withdrawal or eviction from residence, and all other non-emergency situations cannot be discussed with parents or guardians without their son or daughter's prior consent.