



UNIVERSITY OF
ST. MICHAEL'S COLLEGE
IN THE UNIVERSITY OF TORONTO

University of St. Michael's College Summer 2020 Residence Agreement

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

- 1. Academic Status.** I agree that in order to occupy a space in the Summer Residence, I must be registered as a student at the University of Toronto, or previously have been registered within the past 6 months. Students from other recognized universities will be considered eligible to live in the Summer Residence subject to approval by the Dean of Students at the College ("the Dean").
- 2. Term.** I agree that my residence term (the "Term") will vary depending on:
 - (a) the length of time I have contracted to live at the College;
 - (b) whether I am currently a resident at the College;
 - (c) whether I have contracted to live at the College for the following academic year.

The Term will be Friday, May 1 to Sunday, August 23, 2020. I agree to vacate my room by 11:00am on the day of expiry of the Term.

Note: If you are a residence in the semester *before or after* the summer term, you will not have to vacate your room between terms.

- 3. Deposit.** I agree to provide to the College a deposit in the amount of \$600 (the "**Deposit**") in respect of the reservation of my Room at the Summer Residence when I accept my Residence offer, which shall be credited toward my total room fees for the Summer Residence.
- 4. Fees.** I agree that on accepting this offer of a space in the Summer Residence, I shall pay all room fees at the Residence on the dates outlined in the Summer Fees Schedule, prior to the commencement of the Summer Term. I agree that failure to pay my summer residence fees by the due dates could result in my incurring interest charges and/or the termination of this Agreement.
- 5. 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 residence keys in my possession to the Porter's Desk. 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.
- 6. Withdrawal from Residence.** In the event that I cancel my reservation after acceptance, and prior to the commencement of the Summer Term, I agree to forfeit the \$600 residence deposit. I further agree that 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, that I am responsible for Summer Fees in their entirety.

- 7. 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, vacations), I will ensure the safety and security of my Room including, but not limited to, locking my door and closing all windows. 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.

- 8. 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 Residence Office in its 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, which are available on the St. Michael's College website:
 - o [SMC Residence Alcohol Code 2020-2021](#)
 - o [SMC Residence Code of Discipline 2020-2021](#)
 - o [SMC Rules of Residence 2020-2021](#)
 - o [UofT Code of Student Conduct \(Dec. 2019\)](#)
 - b. Compliance with the orders, notices and directives of the Dean of Students, and the Dean's employees, including the Summer Dons;
 - 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 University of 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 for any reason including maintenance and disciplinary reasons;
 - e. The right of authorized College staff to enter my Room at any time for maintenance, cleaning and the inspection of equipment;
 - f. The right of the Dean of Students, the Dean's employees, including the Summer Dons, to enter my room at any time in order to ascertain compliance with residence regulations including smoking policies;
 - 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 the Assistant Dean, Residence Life 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;
 - i. The right of the Dean of Students and the Dean's employees, including the Summer Dons, to confiscate or dispose of contraband materials that are found on College property.
- 9. Service Interruptions.** It is agreed that there shall be no reduction of the room and board 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 College, except in cases of gross negligence or the extended suspension of basic services, in which case, reasonable compensation will be negotiated.

10. 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.

11. 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.

12. 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.

13. Emergency Contact. As a resident over 16 years of age, I consent to the College contacting my emergency contact in case of a medical crisis or critical situation.

14. 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 as a condition of their continuing to live in residence. Alternative housing arrangements may be necessary in cases where a student is deemed to require more support than our staff can provide.

15. 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.

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.

16. 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, 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.

17. Failure to Comply. 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 USMC Residence may affect my eligibility for admission to the other UofT Residences.

18. Force Majeure/Pandemic. If either party is bona fide delayed, or hindered in or prevented from the performance of any term, covenant or act required by this Agreement by reason of any cause beyond the control of the party affected including, without limitation, strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any applicable laws, restrictive governmental laws or regulations, the failure of any existing tenant or occupant to vacate the Residence, shortages or unavailability of labour or materials, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, pandemic, Health Emergency or any other similar reason ("Unavoidable Delay"), then performance of such term, covenant or act is excused for the period of the delay and the party so delayed, hindered or prevented shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section do not operate to excuse me from the prompt payment of fees and any other payments required by this Agreement and Unavoidable Delay shall not include any delay caused by the parties' default or act or omission, any delay avoidable by the exercise of reasonable care by such party or any delay caused by lack of funds of such party. The College shall also be excused from the performance of any term, covenant or act required hereunder if the performance of such item would be in conflict with any directive or policy of any governmental or quasi-governmental authority having jurisdiction over the Residence in respect of any energy, conservation, health, safety or security matter.

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:**

University of St. Michael's College regards its residents as adults and respects their right to privacy. For this reason, the College will only contact emergency contacts in cases of medical crisis or critical situations. Disciplinary issues, academic standing, 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 written consent.