



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

## University of St. Michael's College Residence Agreement 2020-2021

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"), and agree to all of the following terms and conditions:

- 1. 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 that has been approved by the Dean of Students at the College (the "Dean"). Should I cease to be so registered, I agree to give immediate notice to the Dean. In such an event, if deemed necessary by the Dean, I will permanently vacate the Residence within the time period specified in writing by the Dean.
- 2. Term:** I agree that my residence term (the "Term") runs between September 5, 2020 and the earlier of (a) 48 hours after my last exam in December 2020; or (b) the last day of exams on the Faculty of Arts & Science Calendar in December 2020; and between January 3, 2021 and the earlier of (a) 48 hours after my last exam in April 2020; or (b) the last day of exams on the Faculty of Arts and Science calendar in April 2020.
- 3. 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, including incidental fees and interest charges as outlined in the USMC Residence Fees Schedule and on the dates specified in the Fees Schedule, or when specified by the Dean of Students.
- 4. Deposit:** I agree to provide to the College an initial deposit in the amount of \$600 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 agree that I shall pay a second deposit of \$1,400 by July 31, 2020. Please note that if the second deposit is not received by the stated deadline it will be recognized as a forfeiture of the Residence Room and the Room will be reallocated to the next eligible student on the waiting list.
- 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 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.
- 6. 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	Additional Charges
After August 1, 2020	\$600 - forfeit of first deposit	N/A
August 1 – September 4, 2020*	\$2,000 - forfeit of first deposit (\$600) & second deposit (\$1,400)	N/A
September 4 – November 30, 2020	\$3,400 - forfeit of first & second deposits (\$2,000) <u>plus</u> early withdrawal fee of \$1,400	Room & board from September 5 until date of move-out
December 1, 2020 onward	Students are responsible for all fees for the first and second semester in their entirety	Students are responsible for all fees for the first and second semester in their entirety

\*When second deposit is paid, both deposits become non-refundable. Failure to pay second deposit will result in forfeiture of residence space.

I agree that should I decide to cancel or withdraw from Residence, I must do so in writing by emailing: [smc.residence@utoronto.ca](mailto:smc.residence@utoronto.ca) and will include my full name, student number and reason for cancelling.

- 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 during holidays, vacations, or Reading Week), 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. Meal Plan:** I agree that a meal plan provided by the College is mandatory and that no refunds will be issued for missed meals. I acknowledge and agree that meat may not 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 I agree that this may not always be 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 acceptance of residence.

I agree that I may upgrade or downgrade my meal plan up to *September 30, 2020*. After *September 30, 2020* I agree that will only be permitted to upgrade my meal plan and my meal plan fees will not be pro-rated.

- 9. 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:
- Compliance with the regulations established by the Residence, entitled "USMC Rules of Residence," "USMC Residence Code of Discipline," "USMC Residence Network Use Agreement," and "USMC Residence Alcohol Code," and with the "University of Toronto Code of Student Conduct," as amended from time to time. These documents are available from the College's website;
  - Compliance with the orders, notices and directives of the Dean of Students, and the Dean's employees, including the Dons;
  - 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, disciplinary reasons, or to combine half-filled rooms to create new spaces;
- 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 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, including a \$250 fine for smoking indoors, or for other violations of the regulations established by the College;
- i) 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.

**10. 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.

**11. Cleaning:** If an emergency cleaning situation should arise, the College will arrange for an external company to perform necessary work, and the student will be charged a minimum cleaning fee of \$250. Should the College be invoice for charges beyond \$250, the student must pay the invoice, based on the work required and damages caused. Any student will be charged proportionally for cleaning to common areas that cannot be attributed to a specific resident. Once such an issue arises, the College may perform weekly checks of the common spaces to ensure appropriate cleanliness standards are maintained. Continued failure to comply with common area standards will result in the closure of such common spaces.

**12. Community Meetings and Don Check-ins:** The Residence Life team will host a monthly meeting for students living on campus. All residents are expected to attend these meetings, or inform their don in advance if they will be absent. Additionally, dons host one-on-one meetings with students and it is up to the residents to confirm a time with their don. These meeting occur at the beginning of each semester. During a pandemic or emergency situation, all meetings will be hosted virtually and attendance will be taken. One-on-one meetings will occur monthly during a pandemic or emergency.

**13. Bedbugs/Pests:** Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. I hereby acknowledge and agree that should I suspect a pest outbreak in my room, I shall contact the Residence Porter's Desk immediately so an inspection can be arranged which may include checking adjacent rooms as well. If the presence of pests is confirmed, I agree that I will be required to actively participate in the treatment by following the directives of the College and/or professional Pest Control workers. To reduce the likelihood of spreading pests to unaffected areas, I agree that I will not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspections or remediation processes.

**14. 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 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. In the event that I am unable or I am prohibited from occupying the Room in the ordinary course due to a Health Emergency, and such closure continues for an extended period of time, then at the expiry of said extended period, all fees payable under this Agreement shall abate until such time as I am able to be permitted to occupy the Room.

"Health Emergency" means a situation in which the College determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority or any governmental or quasi-governmental authority, that occupants, tenants, customers, invitees or contractors working in the Residence are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health including, by way of example, SARS, COVID-19 and Avian Flu (H5N1).

**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 sections (1) through (18) 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 (1) through (18) 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.

**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 (1) through (17) 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 USMC Residence may affect my eligibility for admission to the other UofT Residences.

**By accepting my Offer of Residence at St. Michael's College, I acknowledge that 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 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 written consent.