



University of St. Michael's College Occupancy Agreement: 2025-2026 Fall-Winter Academic Period

NOTE: This Occupancy Agreement contains provisions which create obligations for you and impose financial and other responsibilities should you fail to meet your commitment. Please read this Agreement carefully before signing.

In consideration of the mutual covenants contained herein (all of which are available at the end of this document, and on the USMC website), as well as the

- Residence Handbook/USMC Rules of Residence
- USMC Residence Code of Discipline
- USMC Residence Alcohol Code
- SMC Residence Network Use Agreement
- University of Toronto Code of Student Conduct

All the above rules and policies (the “policies”) which forms part of this agreement, the University of St. Michael's College (“the College” or “USMC”) Residence (the “residence” or the “residences”) and (the “resident”) agree as follows:

ELIGIBILITY

I agree that 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 Office of the Dean of Students at the College (the “Dean’s Office”). Returning students must have a minimum CGPA of 2.0. Residents who withdraw from the University or drop below full-time status, or

below three courses in either the Fall or Winter semesters, are required to inform the Dean's Office immediately. USMC reserves the right to verify the academic status of students to confirm their eligibility for residence as required. Preference is given to University of St. Michael's College students. I recognize that should I not meet the above eligibility criteria, I may be asked to vacate the Residence at short notice, within a period specified in writing by the Dean's Office.

TERM

I agree that my residency period (referred to as the "Term") begins August 24, 2025 (for first year students) and August 31, 2025 (for upper year students). It ends 48 hours after my last final exam in the winter term or 11:30am on May 1, 2026, whichever is earlier, unless terminated earlier in accordance with the Occupancy Agreement ("the Agreement"). I understand that the residences are closed for the December Winter Break. I understand that I must vacate my room no later than 48 hours after my final exam in the fall term or by December 23, 2025 at 11:30am, whichever date is earlier. The residence will re-open on January 4, 2026 at 10:00am.

FAILURE TO ARRIVE

First year students are entitled to occupy their rooms as of their scheduled check-in time, on or after Sunday, August 24, 2025. Upper-year students are entitled to occupy their rooms on Sunday, August 31, 2025. I understand that students who do not occupy their room or notify the Dean's Office in writing by email (smc.residence@utoronto.ca) of their late arrival by noon (12:00 PM) on Wednesday, September 3, 2025 (for the fall term) and by Friday, January 9, 2026 (for the winter term) will give up their right to occupancy, will be charged in accordance with the Withdrawal Schedule outlined in Section 6, and the room will be given to another student.

FEES

I agree that upon accepting this offer of a space in the Residence, I shall pay all fees for room and board at the Residence, including incidental and Council fees, and any associated interest charges. I further acknowledge that the Winter Break period is not included in the calculated fee schedule. A service charge of 1.5% compounded monthly (19.56% per annum) will be levied by Student Accounts on my ACORN account on the 15th of every month to the unpaid balance of the first instalment beginning October 15th, and to the unpaid balance of the second instalment commencing December 15th until the entire residence account is paid in full. Services charges are levied by the University of Toronto, not St. Michael's College. All fee payments must be made by the end of the previous calendar month to allow between 5 and 10 business days for recording the fee payment in my ACORN account by the monthly service charge billing date.

DEPOSITS

I agree to provide to the College an initial deposit in the amount of \$1,000 in respect to the reservation of my Room at the Residence, which shall be credited toward my fees for room and board at the Residence. If I cancel my application on or before July 11, 2025, then I will receive a credit to my ACORN

account of \$500, and \$500 will be forfeited. If I cancel my application after July 11, 2025, then I will not receive any credit, and the entire deposit will be forfeited. Additionally, I acknowledge that deposits are non-transferable and shall not be applied towards any future academic terms or outstanding balances or be transferred to another individual or residence.

Note: residence fees are only prorated for students who receive a residence offer on or after September 8, 2025. Contact smc.residence@utoronto.ca for more details.

WITHDRAWAL FROM RESIDENCE

In the event that I cancel my reservation prior to moving into 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, I agree that I am responsible for fees as outlined in the Withdrawal Schedule. I further acknowledge that should I decide to cancel or withdraw from Residence, I must do so on-line via StarRez at residence.utoronto.ca; cancellations or withdrawals will not be accepted in-person.

Notice Date	Vacating Date	Fines and Forfeited Fees
On or before July 11, 2025	N/A	50% of Deposit #1 (\$500)
July 11, 2025, to August 24, 2025 <i>(day of first year student move-in)</i>	N/A	Deposits #1 and #2 (\$2,000)
August 24, 2025 to September 30, 2025	August 24, 2025 to September 30, 2025	Deposits #1 and #2 (\$2,000) AND Pro-rated fees to the day moved out <i>(August 24, 2025 to vacate date)</i>
October 1, 2025, to November 30, 2025	October 1, 2025 to the start of the Winter Break closure	Deposits #1 and #2 (\$2,000) AND Pro-rated fees to the day moved out <i>(August 24, 2025 to vacate date)</i> AND Early move-out fee of \$500
After December 1, 2025	After December 1, 2025	Full residence fees <i>–residence fees will not be pro-rated, and the student is not eligible for a refund</i>

- i. The “notice date” is the date upon which the request to cancel and/or withdraw is received via email.
- ii. The “vacating date” is the date upon which the resident moves out of residence and returns their key(s).

MOVE OUT

I agree to remove my belongings and vacate the Residence no later than noon on the move-out day specified. I acknowledge that to move out, I must

- remove all possessions from the room
- remove all possessions from common areas
- ensure the room is left in a clean and orderly condition
- lock the room door
- return all keys to the Porter’s Desk

I understand that until all these steps are taken, I am still considered to be “a resident,” am not considered to have moved out, and am subject to fees and penalties for not vacating on time.

I agree that after the date and time specified for move-out, 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 noon on the move-out day specified. The College has the absolute right to dispose of such possessions after the expiry of the Term without any liability to me. I recognize that if I do not move out of residence by noon on the move-out day specified, I will be liable to a charge.

MEAL PLANS

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 no meals will be served during the Winter Break. I also acknowledge that the dining halls may operate on reduced hours during the University's Reading Weeks and exam periods.
- The contracted food service provider will make every effort to accommodate any allergies or dietary restrictions I may have; however, I acknowledge that this may not always be possible. I agree that it is my responsibility to discuss any allergies or dietary restrictions with the contracted food service provider prior to finalizing my acceptance of residence.
- I agree that my dining hall will be determined by my building assignment. Students assigned to live in Loretto will be assigned to the dining hall on the main floor of Loretto Residence. Students assigned to live at St. Michael’s College will be assigned to the Canada Room. Meal plans are not transferrable from Loretto Residence dining hall to the Canada Room.
- I agree that I may upgrade or downgrade my meal plan up to September 30, 2025. After September 30, I agree that I will only be permitted to upgrade my meal plan, and my meal plan fees will not be pro-rated.

OTHER FACTORS & POTENTIAL SERVICE INTERRUPTIONS

I agree 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 provided by the College.

Residents may experience noise generated by local traffic, emergency services, construction vehicles, garbage trucks, maintenance truck pick-ups and other typical urban noise.

I hereby confirm my knowledge of an extended construction project on 95 St Joseph's Street that will begin April 2025. Construction will continue to cause considerable construction noise, dust, dirt, general lack of privacy, construction site conditions, and other construction effects on all of our residents including ones that the College may not anticipate. Impacts will be felt throughout the residences, regardless of room placement.

I acknowledge that there will 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 USMC due to the aforementioned conditions.

I acknowledge that USMC Residences will adhere to any public health measures, guidelines, or legislation. It may be necessary to restrict access to building amenities, services, and/or guest registration.

TERMINATION

I agree that if I voluntarily terminate my occupancy agreement, am evicted from Residence, or am suspended and/or evicted from the University of Toronto, I will vacate the Residence within 72 hours of receiving notice of eviction, termination, suspension, or unenrollment. I agree that failure to vacate within this time may result in additional charges.

Termination by the Residence

USMC may at its option terminate this agreement upon the happening of any of the following events:

1. Non-payment by the resident of any amount due to the University.
2. Breach by the resident of any provision of this agreement, or the Rules and Regulations.
3. Any event whereby the resident ceases to be a registered student with a full-time enrolment status at the University of Toronto, including but not limited to the suspension or expulsion of the resident from studies during the academic session.

4. Students may be required to leave if they are deemed to require more support than the College can provide or if their behaviour is deemed harmful to others.

In the event that USMC exercises its option to terminate the agreement, USMC or its designated official shall give written notice of such termination to the resident which shall specify the effective date of the termination, which shall not be less than three days following the giving of notice (the “Effective Date of Termination”). The notice may be made by hand, by email, or affixed to the door of the room, addressed to the resident.

Notwithstanding the previous paragraph, under exceptional circumstances, USMC reserves the right, to be exercised by the College acting reasonably, to give written notice of termination of this agreement not less than 24 hours before the effective date of termination.

Notwithstanding the early termination of this agreement, the resident shall at the option of the University be liable for payment of the full amount of the Occupancy Fee, whether or not the room is re-occupied or the residence is filled.

Termination by the Resident

Acceptance of an offer to live in residence constitutes a binding commitment by the resident for the full term as outlined in the “Term” section of the Agreement. In the event that the resident wishes to withdraw from the residence or from full-time studies during the occupancy period, the resident must provide written notice stating intent to withdraw from residence on-line via StarRez at residence.utoronto.ca; **cancellations or withdrawals will not be accepted in-person and are subject to fees as indicated below.**

ROOM

I agree that my acceptance of this offer entitles me merely to the use of the Room that is allocated to me by the Office of the Dean of Students in their sole discretion, and that the College will retain possession and control of the Room during my occupancy.

The College does not guarantee the suitability or desirability of a room, the roommates assigned, or the amenities in or around residence buildings.

The College does not provide compensation or refunds outside of the Withdrawal Schedule for any reason, including a student’s dissatisfaction with their room or meal plan, or the surrounding environment being too loud or disruptive.

I acknowledge the right of the Office of the Dean of Students to re-allocate rooms for any reason including maintenance, disciplinary reasons, or the need to combine half-filled rooms. I acknowledge

that students in a half-filled double may receive a roommate at any time and as such, are required to only utilize the portion of the room assigned to them.

I acknowledge that room changes are accommodated based on available space and are processed at the discretion of the Office of the Dean of Students. Room change requests must be made in writing to the Residence Office. Submission of a room change request does not guarantee a room change. A room change may entail a higher residence fee. I acknowledge that a fee of \$250 will be charged for the processing of a room change.

I acknowledge that I am responsible for my own satisfaction with my living arrangements, and the College will not be held liable for any dissatisfaction or inconvenience I experience.

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 be informed by, but are not limited to:

- Non-compliance with regulations as appended at the end of this document.
- Non-compliance with the orders, notices and directives of the staff in the Office of the Dean of Students and/or dons.
- Non-compliance with the rules and regulations of the University of Toronto and the directives of the University of Toronto and University of St. Michael's College security officers, when issued in the performance of their duties.
- The right of authorized College staff to enter my Room at any time for maintenance, cleaning, and the inspection of equipment.
- The right of dons and the staff in the Office of the Dean of Students to enter my room at any time to ascertain compliance with residence regulations.
- The right of the Office of the Dean of Students to levy charges should excessive cleaning be required or damage repairs made to my Room or its contents, or other College property, by myself or my guests.
- The right of the Office of the Dean of Students to levy charges or fines in the case of disciplinary action arising from violations of regulations established by the College.
- The right of dons and staff in the Office of the Dean of Students to confiscate or dispose of contraband materials that are found on College property.

ELECTION INFORMATION

I understand and agree that the Office of the Dean may release limited resident information under controlled circumstances to approved third parties, for the specific purpose of facilitating resident voting in federal, provincial, municipal or student society elections.

EMERGENCY CIRCUMSTANCES AND 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 cases deemed by the Office of the Dean of Students to be an urgent or emergency

situation. Should my emergency contact not be available, the residence may contact a family member or guardian. I agree that I must provide an emergency contact to the residence.

I acknowledge that students who exhibit behaviours that are deemed potentially harmful to themselves or others may be required to meet with SMC-designated support staff and/or have their emergency contact notified as a condition of their continuing to live in residence.

I acknowledge that a state of emergency, or other unforeseen developments (e.g. severe weather conditions, fire, leaks in City plumbing, etc.) may make normal residence operations difficult or impossible to sustain. The residence reserves the right to require the resident to vacate the room immediately if safety measures are compromised or on 48 hours written notice. Should an event of this nature occur, the residence(s) of the university will be closed, and no access will be permitted. The residence is under no obligation to provide the resident with alternative housing, or to provide compensation.

TRANSPORTATION TO EMERGENCY SERVICES

The on-call support team and/or dons will engage with Emergency Medical Services (EMS), Campus Safety and/or Toronto Police Services to help students travel safely to the hospital when required. Due to university policy, staff are not permitted to drive students or take them by taxi.

MANDATORY ONLINE SEXUAL VIOLENCE EDUCATION

I acknowledge that I must complete a mandatory online sexual violence education and prevention training module (the "Module") as a condition of being a resident.

- a. **Completion before move-in.** As a condition of living in residence, students are expected to complete the Module prior to moving into the Residence.
- b. **Extension.** If the Resident is unable to complete the Module prior to move-in, the Resident will be permitted to move into the Residence on the condition that the Resident completes the Module within 14 days of their move-in date.
- c. **Termination:** The University reserves the right to terminate the Occupancy Agreement if the Resident does not comply with this requirement and upon exercising this right, the Resident will be required to vacate the Residence.
- d. **Additional information:** Questions or concerns about the Module may be directed to the Assistant Dean, Administration and Operations. The University may consider requests for an exemption to the requirement, in its sole discretion, provided that the request is made by the Resident to the Assistant Dean, Administration and Operations. Exemption requests should be made as soon as practicable for the Resident but no later than 3 days prior to move-in date in order to provide the University with sufficient opportunity to review the request and to discuss with the Resident, if necessary.

LIMITATION OF LIABILITY AND INDEMNITY

USMC shall not be liable to the resident for any damage to or loss of or theft of personal property or for

personal injury, including death, on the residence property, save where the same is caused by the willful or negligent act or omission of the residence or those for whom the residence is in law responsible. The resident will indemnify the university and save it from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of the resident, their guests, agents or invitees.

EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

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

If an Emergency exists, the University 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:

- during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a resident, visitors or invitees for a reasonable period of time during such event;
- notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate residences for a Fall and/or Winter Semester, and the University shall have no liability to a resident as a result of such termination;
- the University shall be entitled during an Emergency to close all or any part of the residences if it determines that it is not safe to continue to operate the residences or certain parts thereof, in which case a resident shall vacate the room they occupy in accordance with the reasonable requirements of the University;
- the University 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 University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all residents such as protective barriers, gloves and masks; and
- during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the residences 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 residences.

Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a residence during the Occupancy Period, the University, 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 University deems appropriate in the circumstances.

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.

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, 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, 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 termination from the 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: The 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 or legal guardians in cases of medical crisis or critical 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 child's prior written consent.

Appendix 1: Residence Fee Schedule

SORBARA HALL, HISTORIC HOUSES, BRENNAN HALL, ELMSLEY HALL & QUEEN'S PARK HALLS (MORE, FISHER & TEEFY)

	Single Room	Single Room
	5-Day Meal Plan	7-Day Meal Plan
Deposit 1	\$1,000	\$1,000
Deposit 2	\$1,000	\$1,000
First Installment (Due: September 30)	\$8,023	\$8,023
Second Installment (Due November 30)	\$10,026	\$11,123
Total Payment:	\$20,049	\$21,146
	Double/Triple* Room	Double/Triple* Room
	5-Day Meal Plan	7-Day Meal Plan
Deposit 1	\$1,000	\$1,000
Deposit 2	\$1,000	\$1,000
First Installment (Due September 30)	\$8,023	\$8,023
Second Installment (Due November 30)	\$9,034	\$10,131
Total Payment:	\$19,057	\$20,154

*Triple rooms are significantly larger than standard double rooms and as such, are charged at the double room rate.

LORETTO UNDERGRADUATE COMMUNITIES

	Single Room	Single Room
	5-Day Meal Plan	7-Day Meal Plan
Deposit 1	\$1,000	\$1,000
Deposit 2	\$1,000	\$1,000
First Instalment (Due: September 30)	\$8,023	\$8,023
Second Instalment (Due: November 30)	\$9,146	\$10,243
Total Payment:	\$19,169	\$20,266
	Double Ensuite Room	Double Ensuite Room

	5-Day Meal Plan	7-Day Meal Plan
Deposit 1	\$1,000	\$1,000
Deposit 2	\$1,000	\$1,000
First Instalment (Due: September 30)	\$8,023	\$8,023
Second Instalment (Due: November 30)	\$8,885	\$9,982
Total Payment:	\$18,908	\$20,005

LORETTO GRADUATE COMMUNITY

	Graduate Room	Graduate Room
	5-Day Meal Plan	7-Day Meal Plan
Deposit 1	\$1,000	\$1,000
Deposit 2	\$1,000	\$1,000
First Instalment (Due: September 30)	\$8,023	\$8,023
Second Instalment (Due: November 30)	\$12,525	\$13,622
Total Payment:	\$22,548	\$23,645

OTHER FEES

Residence Council Fees

In addition to Room and Board Fees, all students living in residence agree to pay residence council fees. These fees amount to \$11.50 per semester and are charged to your ACORN account with your residence fees. All funds are allocated to the nominated St. Michael's Residence Council and are dedicated to residence programming. If a student withdraws from Residence, council fees are non-refundable for the semester in which a resident checks-in. For greater clarity, a resident who moves in and subsequently withdraws in the Fall semester will only be liable for the Fall semester council fees. Council fees are non-refundable for a resident who withdraws in the winter semester.

Incidental Fees

Students who live in SMC Residence but are affiliated with an academic division other than SMC (i.e. Professional Faculties, students from other Colleges, etc.) will be subject to the incidental fees that SMC students pay with their tuition. These fees amount to \$140.50 for each of the fall and winter terms and are charged to your ACORN account. In the event that a student withdraws from Residence, incidental fees are non-refundable for the semester for the resident checks in. For greater clarity, a resident who both moves in and subsequently withdraws in the Fall semester will only be

liable for the Fall semester Incidental fees. A resident who withdraws in the winter semester will have their council fees be non-refundable.

Note: Incidental fees are not included in the chart above. They are only charged to non-SMC students.

Ensuite Washrooms

SMC has a very limited number of ensuite rooms available for an additional \$1810.00, payable with their second instalment. Students can request ensuite consideration in their applications. Priority will be given to students registered with Accessibility Services who require a housing accommodation.

USMC Rules of Residence

Residents must be sensitive and responsive to the needs of their fellow housemates. Residents must also be willing to abide by certain standards of behaviour and respect the staff and community members responsible for enforcing them. The following rules have been developed to help students achieve their academic and personal goals in a safe, respectful, and inclusive environment:

Eligibility: To be eligible to live in residence, a student 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 College. Returning students must have achieved a minimum CGPA of 2.0. Residence readmission will be determined by a process determined by the residence. In addition, and without limitation, residence readmission may be denied as a result of any previous breach of the Agreement, including fees paid late, or still owing, or breaches of the Rules of Residence. I

Noise: Creating a level of noise that prevents others from being able to regularly sleep or study in their rooms is not permitted. Residents are expected to respect any quiet hours that have been established in their houses and to moderate their voices in public areas late at night (e.g., hallway, the quad, etc.). TV's and stereos are permitted so long as they do not disturb the peace of others; subwoofers are prohibited.

Visitors in Residence: Residents are responsible for the conduct of their guests at all times, and for any damage they may cause. Visitors are not permitted in residence without their host present, nor may they share keys. **Loretto Residence Only:** Male-identifying visitors are welcome in residence from 10:00 a.m. to 12:00 a.m. daily.

Overnight Guests in Residence: Students are permitted to have overnight guests of any gender at St. Michael's College. Guests may stay for a maximum of 5 nights per academic semester of which no more than two may be consecutive. Students who are occupying a double or triple room with roommate(s) must obtain pre-approval from all roommate(s). Guests must always be accompanied by the resident who is hosting them. Key sharing is not permitted. Guests are not permitted to sleep in the common rooms. The don must be made aware of the presence of overnight guests.

Loretto Residence Only: Male-identifying overnight guests are not permitted at Loretto.

Parties: Students are not permitted to host parties in their rooms. A party is defined as any combination of two (2) of the following three (3) criteria:

1. Four or more people in one room.
2. The presence of alcohol.
3. Significant noise.

Residence Property: Residence rooms come equipped with furniture that must remain in the room and be accounted for at year's end (including window screens and bed frames). Missing items, damage to or

tampering with the room or its contents, or damage to or tampering with any other College property will be charged to the party responsible. Damage in double rooms will be charged to both occupants unless one party takes responsibility; in like manner, damage to shared areas may be divided amongst all house members. Residents are not permitted to display or affix anything on the exterior of the residence buildings or to suspend, throw, or let fall any object or substance from a residence window or rooftop. The use of paint, wallpaper, nails, screws, self-adhering LED strips, tape or gel stickers on residence walls, doors, and furniture is prohibited. Use of prohibited items that result in damage to walls, furniture, and doors will be assessed and corresponding damage charges will be applied.

Absence: Residents are responsible for the safety and security of their Room on a daily basis and must lock their door and take all measures to secure their Room when they leave for any period of time. Should residents leave their Room unattended for an extended period of time (e.g. due to travel during holidays, vacations, or Reading Week), they will ensure the safety and security of their Room including, but not limited to, locking their door and closing all windows. 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 resident personal property arising from, or any way resulting from, a resident's failure to secure their Room during any such absence.

Proscribed Materials: Weapons, firearms, knives of any size or material, air powered guns, slingshots, ammunition, replica guns, fireworks, pornography, explosives of any kind, chemical oils, flammable or dangerous materials, illegal drugs, accelerated drinking paraphernalia, candles, incense, other lethal weapons, objects that create cause for alarm, any replicas of the above, or any materials or substances that are illegal or deemed offensive or hazardous are not permitted in residence and are subject to confiscation.

Theft & Vandalism: Theft or willful defacement or destruction of college, university, public or an individual's property will not be tolerated and may result in criminal prosecution.

Commercial Activities and Solicitation: Operating a business venture of any kind is not permitted in the residence. Soliciting, canvassing, electioneering, or selling is prohibited on the residential floors. Unsolicited proposals to offer services to residents are forbidden.

Gambling: Gambling is not permitted on residence property, should you have questions about what constitutes gambling please reach out to a member of residence staff.

Recording and Photography: Videotaping/recording, recording in any form, or photographing residents, staff, or visitors without their consent is not permitted. Posting videos, recordings, or photographs on any website, file-sharing software, or anywhere else without the resident, staff, or residence's permission is not permitted.

Health and Safety: Any behaviour that compromises the safety or wellbeing of others is not permitted. The Dean or their designate reserve the right to determine what behaviours compromise the safety or wellbeing of the residence community. Examples of such

behaviours include but are not limited to: pranks, water fights, physical activities/sports on residence property, and failure to adhere to public health guidelines. Behaviour that causes risk to an individual of the community (including oneself) is prohibited and may result in sanction and/or an assessment as to the resident's ability to remain in the residence.

Community Relations: Any activity or action that may damage the reputation St. Michael's College or the University of Toronto is not permitted. This includes but is not limited to littering; throwing, dropping, displacing, or otherwise of objects to or from roofs or windows; running cables/wires out of windows or through hallways, floors/ceilings; displaying any object, poster, flag, alcohol container, and/or offensive material on any window or window ledge; applying or affixing anything to the exterior of the residence.

Respect for College Staff and Directives: Residents must respect the staff of the College, including the dons, and comply with their instructions and directives, which may include a request to provide identification, to attend a meeting, etc.

Harassment/Abuse/Assault: Residents are expected always to conduct themselves in a mature fashion both in-person and on social media. Inconsiderate behaviour, abusive, intimidating, or disorderly conduct, lewd or unlawful acts, the encouraging of unlawful acts, threats of any kind, verbal abuse, physical violence, sexual harassment, or sexual assault will not be tolerated. Sexual harassment is defined as any unwanted emphasis on the sex or sexual orientation of another person, or any unwelcome pressure for sex or sexual activity. Sexual assault is any form of unwanted sexual activity that is forced upon another person without their consent. St. Michael's believes strongly in the dignity of all people regardless of race, ancestry, place of origin, citizenship, religion, creed, ethnic origin, age, politics, gender, or gender expression, physical or mental disability, or sexual orientation. Any harassment stemming from prejudice against the above-mentioned groups, or against any individual who is part of such a group, will not be tolerated. 'Harassment' is defined as engaging in a course of vexatious comments or conduct that is known, or ought to be known, to be unwelcome. This may include vexatious conduct that occurs online.

Drugs: The use, possession, or sale of illegal drugs by residents or their guests is prohibited. Any evidence of distributing or dealing illegal substances will result in immediate expulsion and potential criminal prosecution.

Alcohol and Cannabis: Residents under 19 years of age may not consume or be in possession of alcohol or cannabis on USMC property. Residents who may legally consume alcohol or cannabis are expected to do so in a safe and responsible manner. The consumption of alcohol and cannabis in residence is governed by the USMC Residence Alcohol and Cannabis Code, which is available on our website. Note: Kegs of beer (including mini kegs) are prohibited in the dorms. Students who may legally possess marijuana must store it in a sealed airtight container (e.g., Tupperware) along with any associated paraphernalia to prevent the smell from travelling into the hallways.

Harmful Behaviour: Students who exhibit behaviours that 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.

Pets: The only animals that might be permitted in residence are service animals prescribed as necessary for support by a medical professional. Not all residence buildings can accommodate service animals, and requests for accommodation will be vetted and assessed in terms of availability. The intention to bring a service animal to residence must therefore have been communicated to the Dean's Office at the time of application. Acceptance of the animal into residence will also require an additional agreement for animal care.

Cleanliness: Residents are expected to keep their rooms in a sanitary state and to remove all personal items at the end of the Term. Residents, not janitorial staff, are responsible for cleaning up after house functions in the common rooms. Any room or space that requires excessive cleaning will be billed to the party responsible, with a minimum charge of \$250. If the party is unknown, all students on the floor will be billed their share of the cleaning cost.

Cooking & Appliances: In the interests of fire safety, cleanliness and the containment of unwanted odors, cooking is not permitted in any of the residence buildings. Electric stoves are prohibited as are exposed element heaters including grills. Acceptable appliances include microwaves, kettles, coffee makers, and rice cookers (where rice cookers may be stored in residence rooms but can only be utilized in common rooms). Due to the excessive power they draw, fridges may be no larger than 3.3 cubic feet. Students are required to be present while using cooking appliances. Any fire-related damage or fees incurred for calling emergency services will be the responsibility of those cooking.

Musical Instruments: Residents may bring musical instruments, except drums, but are strongly encouraged to use the music practice room in Sorbara Hall, Brennan Hall 115B, or the Loretto practice room. Residents may play acoustic instruments quietly in their rooms but must adhere to their housemates' requests for moderate volume. Lowering the volume may also be necessary in the music room. Music amplifiers are not permitted in residence.

Fire Alarms, Prevention Equipment, and Emergency Exits: Tampering with, damaging, or removing fire equipment or violating fire safety and protection procedures is forbidden. The use of emergency exits is only permitted during an emergency. Misuse of emergency exits can compromise the safety and security of our building and will not be tolerated. Residents must evacuate the building upon hearing the fire alarms.

Departure: Students are expected to vacate residence within 48 hours (about 2 days) of their final exams in both the fall and spring terms, and no later than the end of the term session. Students may request extensions only in exceptional circumstances and requests will be assessed on a case-by-case basis. Any behaviour that disrupts the community from 24-hour quiet hours will result in

any extension being revoked, and the student will be financially responsible for any travel, hotel, or flight costs incurred as a result.

Dining Hall: The removal of food, dishes, or cutlery from the dining halls is prohibited, as is sneaking, or attempting to sneak, people into the dining hall without paying. Meal plans are compulsory for all residents without exception. No refunds will be issued for missed meals for any reason. Meal cards are non-transferable.

Residence Network: The use of the Residence Network (ResNet) is governed by the USMC Residence Network Use Agreement and all residents are expected to abide by its terms. Unauthorized access points (e.g., routers) are not permitted as they interfere with Wi-Fi access for other students and staff. The University of Toronto's IT team regularly monitors the networks and will notify the Dean's Office of unauthorized routers.

Unauthorized Entry/Access: Entering other students' rooms or disturbing their property without permission is prohibited, as is accessing areas of the College that are known, or ought to be known, to be off limits.

Building Security: Residents are not permitted to prop open entrance doors and are responsible for ensuring that non-residents do not gain access to buildings by following behind them. Residents who lose their keys are required to notify staff at the Porter's Desk. Replacement keys are available at \$20 each for key cards, and \$50 each for a metal key. Residents who consistently damage their keys will be charged a replacement fee. Lending a keycard/metal key to fellow residents, friends, family members and/or non-residents is prohibited.

Smoking: The University of Toronto is a smoke-free campus. Smoking of any kind including tobacco, marijuana, vaping, or E-cigarettes is prohibited inside all residence buildings and subject to a \$250 fine. Students whose rooms contain evidence of smoking, including smoke, cigarette butts or ashtrays, will be treated as violators. All smoking must take place off College property.

Fire Safety: Fire safety equipment exists for the protection of all residents and student safety is jeopardized when it is misused. Tampering with or neutralizing smoke/heat detectors, fire extinguishers, alarm bells, pull stations, automatic door closers, and all other fire safety equipment are criminal offences. Residents who cause alarms that result in the fire department's unnecessary arrival will be held responsible for any associated charges, including any levied by emergency services. To reduce the risk of accidental fires, the burning of candles and incense is not permitted in residence rooms, and a strict \$250 fine will be enforced for their use. All residents are expected to be familiar with basic fire safety procedures.

Non-Emergency Calls to 9-1-1 by residents: Residents who call 9-1-1 for causes that are deemed not to be an emergency will be liable for any fees levied by emergency services. Residents unsure as to whether or not circumstances warrant the calling of 9-1-1 should contact the porter's desk (416 926-2099) or their don.

Emergency Cleaning: If an emergency cleaning situation should arise, the College will arrange for an external company to perform the necessary work, and the student will be charged a minimum cleaning fee of \$250. Should the College be invoiced for charges beyond \$250, the student must pay the full cost of the invoice, based on the work required and damages caused. If cleaning to a communal area cannot be attributed to a specific resident, all residents from the affected community will be charged proportionally for the fine. Once such an issue arises, the College may perform regular checks of the communal spaces to ensure appropriate cleanliness standards are maintained. Continued failure to comply with communal area standards may result in the closure of such communal spaces.

Expectation of Cleanliness in Residence: Students are required to maintain a clean and orderly living space throughout their stay at St. Michael's College. This includes keeping the room tidy, disposing of waste appropriately, and not causing damage to any College-owned property. Failure to comply with these standards will result in fines. Upon vacating the room, the student must ensure that the living space is left in a clean and orderly condition, free of debris and garbage, and return all College-owned furniture to its original position. Failure to do so will result in the assessment of fines. The College reserves the right to inspect rooms and assess additional cleaning fees as necessary.

Community Meetings and Don Check-ins: The residence don will host a monthly meeting for students living in their community. All residents in the community 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 at the beginning of each semester, and it is up to the resident to confirm a mutually agreeable time with their don for these meetings. During a pandemic or emergency situation, meetings may be hosted virtually, and attendance will be taken. One-on-one meetings may occur more frequently (e.g. monthly) during a pandemic or emergency.

Requested Meetings with the Office of the Dean of Students: The Dean's Office may request a meeting with a resident. Students must respond to these requests within 24 hours. All students must check their utoronto email account regularly. Attendance at meetings requested by the Dean's Office is mandatory, and failure to respond to emails or attend scheduled meetings could result in disciplinary sanctions, including loss of guest privileges, probation, or eviction.

Mailroom: The on-campus mailroom will only accept mail and/or parcels for students actively residing at SMC Residence. The mailroom will not accept packages during the summer months after a student moves out, or prior to their arrival on move in day. The mailroom is not responsible for any items returned to sender before or after the Term of this Agreement.

Bedbugs/Pests: Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. Should a resident suspect a pest outbreak in my room, they must 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, residents must follow all directives of the College and/or professional Pest Control workers. To reduce the likelihood of spreading pests to

unaffected areas, residents 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.

Asbestos: 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 transit board, as found in some residences, is non-friable. However, it can become friable if disturbed. Residents must not damage these structures or make alterations or repairs to their Room without the explicit written approval of the Dean of Student's Office and/or the Conference Services office.

Renter's Insurance: The College recommends that all residents obtain and maintain a comprehensive tenant insurance policy for the duration of the Term. The policy should provide coverage for personal liability, contents, and any other risks associated with the use and occupancy of the leased premises. The College shall not be liable for any loss, damage or injury to a resident's person or property, and residents waive any and all claims against the College arising out of such loss, damage or injury.

Athletic Participation: Should a resident use the College's weight room, wellness studio, basketball court, ice rink, or any other athletic facility on campus, or if they participate in athletics at the College, including intramural sports or athletic events at the college or off campus, there are certain risks of injury that are inherent to participation in sports and recreational activities. Residents 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 a resident's person or loss or damage to their personal property arising from, or any way resulting from, their participation in these activities.

Penalties: Residents who breach the rules of residence will be subject to disciplinary action as outlined in the 'USMC Code of Discipline' in Appendix 3 and available on the College's website.

Pandemic Considerations: During a pandemic or emergency, residence policies may be adjusted. This will apply specifically to guest policies and common area capacities.

The Office of the Dean of Students reserves the right to amend this document when required.

Appendix 3:

USMC Residence Code of Discipline

All residents are expected to inform dons or staff of the Dean's Office of any violations of the Resident Handbook or Occupancy Agreement.

Residence staff (including dons) are responsible for enforcing the residence policies and procedures.

The Dean of Students, or their designate (often the Assistant Dean, Residence Life [ADRL]), is responsible for ensuring that an investigation is conducted, and for deciding, when necessary, upon the appropriate sanctions.

DECISION PROCESS

When a breach of the Resident Handbook or Occupancy Agreement is found to have been committed by a resident or their guest, the incident is documented and submitted to the ADRL.

Based on the evidence and balance of probability, the ADRL decides whether or not a breach has occurred and contacts the resident.

1) If an infraction has been committed, and uncontested, the ADRL will decide on the appropriate sanctions.

2) If contested, the ADRL, or another appropriate designate, reviews the documentation, conducts an investigation, and meets with the resident(s)/guest(s) involved.

In all cases, the following factors are taken into account when deciding on sanctions:

- the extent to which the resident involved was co-operative and truthful.
- the extent to which the misconduct was deliberate or inadvertent.
- the extent of the misconduct and its impact on the community.
- whether or not the misconduct was an isolated incident or part of a series of repeated acts of misconduct.
- if this is not the first incident of misconduct, past sanctions previously assigned for earlier incidents.

SANCTION TYPES

Please note that these sanctions may not be applied in the order listed below.

Verbal Warning: informing the resident of unacceptable behaviour.

Letter of Warning: informing the resident of unacceptable behaviour.

Educational Sanction: A resident may be asked to complete a research or reflection project relating to their misconduct.

Community Service: A resident may be asked to perform a set number of hours of work within the residence or larger College community to compensate for an offence.

Loss of privileges: A resident may lose certain residence privileges for a set amount of time.

Denial of Readmission: Not be permitted to return to residence in subsequent years.

Fine: A resident may be sanctioned with a monetary penalty that is added to their ACORN financial account.

Restitution: An order to pay monetary compensation for damages to College property or someone's personal property. If restitution is not received within 14 days, the charges will be added to the resident's ACORN financial account.

Behavioural Contract: A resident will be expected to sign and adhere to a written agreement with the Office of the Dean of Students in which they agree to refrain some specified behaviours and/or adhere to particular guidelines. This contract is binding, and a breach may result in termination of residence contract.

Mandatory Move: A mandatory move may involve relocation to another room, floor, or residence building.

Disciplinary Probation: Any further misbehaviour may result in termination of a resident's contract.

24-Hour Probation: Formal notice that any kind of further offence can result in eviction within 24 hours.

Eviction: Residents will have 24 hours (unless otherwise noted) to remove themselves and all their belongings from the residence property. Eviction includes a loss of all related residence fees.

Residence Ban: Residents (or evicted, former residents) will be restricted indefinitely from the residence property (including the residence perimeter, grounds, weight room, music, and dining halls). Security and/or Campus Safety will be called should a banned resident enter the residence property and/or building.

In addition, a resident who has their residence contract terminated will:

- not be eligible for re-admission to the residence for a minimum of five years.
- have their name shared with the other residences on campus.

APPEALS PROCESS

Appeals against a decision made by the ADRL or an appointed designate must be made in writing to the Dean of Students within five calendar days' notice of a sanction. All sanctions levied will remain in effect throughout the appeal process. In the case of an appealed termination and expulsion, the Office of the Dean of Students may attempt to find other temporary accommodation for the resident.

Appeals will only be considered on the following grounds:

- New information has arisen that may change the decision or sanction.
- The given sanction is deemed to be too severe considering the misconduct or infraction.
- The proper disciplinary process was not followed and this lack of process impacted the decision reached.

Upon submission of an appeal, the Dean of Students will decide if the appeal has grounds to be heard.

If the appeal is decided to have no grounds to be heard based on the above criteria, the appeal will be denied on that basis and the sanction(s) will remain.

If the appeal is found to have grounds to be heard, there are three possible outcomes:

- The original decision is upheld.
- The original decision is overturned
- Sanctions may be modified. Note: modification of sanctions may include increasing the sanctions originally levied.

Students unsatisfied with the resolution of their first appeal may submit a second formal written appeal within five days from the outcome of their appeal. This appeal must be addressed to the Principal of St. Michael's College, who will decide if the Appeal has grounds to be heard.

If the appeal is decided to have no grounds to be heard, the appeal will be denied on that basis and the sanction(s) will remain.

If the appeal is found to have grounds to be heard, there are three possible outcomes:

- The original decision is upheld.
- The original decision is overturned

- Sanctions may be modified. Note: modification of sanctions may include increasing the sanctions originally levied.

The decision at the second stage of appeals is final.

Appendix 4: USMC Residence Alcohol and Cannabis Code

The USMC Residence Alcohol and Cannabis code was enacted to ensure that USMC residents who choose to consume alcohol and use cannabis products while on USMC property, do so safely, legally, and in a manner that respects the well-being and legal obligations of the College and its members. The following policies apply to all students living in residence at USMC as well as their guests:

1. No person under the age of 19 years may possess or consume alcohol or cannabis anywhere on College property.
2. No person who is 19 years or older may provide alcohol or cannabis, either directly or indirectly, to persons who are under 19, or allow underage residents to consume alcohol/cannabis in their room. This includes the use of vapes.
3. The consumption of alcohol by persons of legal age in residence is only permitted in individual residence rooms. Consumption in all other places including common rooms, corridors, foyers, bathrooms, fire escapes, patios, or outside on the College grounds, is prohibited.
4. No alcohol or cannabis may be sold either directly or indirectly (tickets, memberships, clubs, etc.) on College property.
5. No person may be intoxicated in any public area of the residence or College including common rooms.
6. Drinking games that promote the rapid consumption of alcohol are prohibited, as are the use of instruments (e.g. funnels) to maximize or accelerate consumption. All activities that have excessive consumption or intoxication as their focus are prohibited.
7. Coercing others to consume alcohol or cannabis is prohibited as is the use of alcohol and cannabis in any type of initiation ritual.
8. Alcohol and cannabis may not be given to students as prizes by members of the St. Michael's Residence Council, the individual House Councils, or the Dons.

9. Kegs of beer (including mini kegs) are prohibited on campus and not allowed in the residence dorms.

10. Smoking/vaping cannabis is prohibited everywhere on the SMC campus. Students caught smoking cannabis inside will be subject to a \$250 fine.

11. Any event sponsored by a student or student group that intends to take place in a venue where alcohol or cannabis is served, must be preapproved by the Office of the Dean of Students before the event may be advertised.

12. All advertising for events in which alcohol or cannabis is available, whether on-campus or off, that has been designed, printed, or commissioned by a student group, may only make reference to alcohol/cannabis in general terms (i.e. wine & cheese, licensed event, etc.) and may not mention specific alcohol products, providers, or pricing.

13. Residents are responsible for the consequences of their own actions as well as the actions of their guests, whether they are under the influence of alcohol or cannabis. Intoxication is not an excuse for inappropriate or delinquent behavior.

14. Residents may possess up to 30 grams (i.e., the legal limit) of dried cannabis in their rooms, but it must be stored in an air-tight container along with all cannabis paraphernalia.

15. College mail desk(s) will not accept any deliveries of alcohol or cannabis for students.

Appendix 5:

USMC Residence Network Use Agreement

1. The University of St Michael's College (the 'College') provides limited network services, including access to the Internet through the University of Toronto network, to authorized users, in support of its academic mission. All persons using this service are bound by the "University of Toronto Policy on the Appropriate Use of Information Technology", which is available online at <https://www.provost.utoronto.ca/planning-policy/information-communication-technology-appropriate-use/>.

2. In addition to those activities listed in the "University of Toronto Policy on the Appropriate use of Information Technology", the inappropriate use of the College's computing and network resources shall also include, but is not limited to:

- the illegal distribution of copyrighted materials.
- the distribution or publication of offensive or objectionable materials.

- unauthorized access, or attempted unauthorized access to other systems, computers, networks, communications, data or resources whether within the College, or outside it.
- excessive use of network resources or providing access to network resources to unauthorized users.
- promoting, conducting, or maintaining commercial activities.
- the transmission of unsolicited email.
- harassing, intimidating, threatening or otherwise disrupting individuals or groups.
- impersonation, criminal, or other illegal activity.

3. Fair Allocation of Resources: The University of Toronto has many facilities and services that provide ICT to users. Since the capacity of the resources is finite, there are limitations that may be imposed upon the use of specific services. Those responsible for each facility or service may establish rules governing their users; such rules can address issues peculiar to the technology involved, and may constrain the use of any resource by any user, should such constraint be deemed necessary to provide equitable sharing of the resource among all eligible users. When a facility or service establishes rules for its users, the following principles shall be observed:

- The use of institutionally provided ICT resources must be consistent with the academic mission of the University.
- The facility or service has a responsibility to make users aware of all such rules, preferably at the time that access to the facility or service is granted. Where feasible, users should be required to acknowledge their agreement to abide by these rules when using the facility or service.
- All such rules must be applied fairly and consistently to all the users governed by them.
- The providers of services have the authority to implement, monitor, and apply the rules and guidelines.

4. The College reserves the right to limit the way students may access the College network, as well as the kinds of resources or services which they may access or provide to others through the network. In particular:

- you may not manually assign an IP address to your computer without consent from the College's Administrators.
- you may not run cables of any kind beyond your room.
- you may not use or share a network access point, port or jack not located in your assigned room.
- you may not run a server, including, but not limited to, a DNS/BOOTP server, SMTP server, or Remote Access Server, without prior consent from the College's Administrators.
- you may not tamper, modify or otherwise alter the network hardware, including the data jack, wiring, conduits, fasteners, network switches etc.

5. The resident agrees that they are responsible for all use of the network made through their assigned connection.

6. The resident acknowledge that there are certain risks associated with connecting a computer to the St Michael's College network, which may include loss of data, loss of service, damage to hardware or software, violation of privacy, or other personal loss or injury. The resident acknowledges that they are responsible for protecting their equipment and data, and that the College is not responsible if the resident suffers any damages or losses, howsoever caused.

7. The resident acknowledges that the College or the University, in their sole discretion, may limit usage of and or access to the network. While the University does not censor information on its networks and servers, it will act on allegations about the distribution of unlawful material, about the use of its information technology to direct abusive, threatening, or harassing communication at any individual or about any other inappropriate use. When exercising free speech using the University's ICT resources, such as when posting information to a publicly accessible file or web page, personal opinions must be identified as such, so that the reader understands the author is not speaking for the University. However, simply identifying an opinion as personal does not exempt it from the constraints of the law or the University's policies and codes. The resident further acknowledges that the College or the University has the right to monitor their communications through the network services, to best manage its resources, and to establish compliance with this agreement.

8. The resident acknowledges that breach of clause 2, or any other inappropriate use of the College's computing or network resources may result in the suspension of their access to the network, suspension from the Residence, and disciplinary action under the College's Code of Conduct, and they will be liable for any damages that the College may suffer as a result thereof.

9. The resident acknowledges that the College cannot guarantee that their specific system will be able to access the network. Acquiring the hardware and software necessary to access the network, and configuring it to work with the network, is the resident's responsibility.