

STUDENT RESIDENT AGREEMENT – 2020/2021

Confederation College - Spruce & Cedar Student Apartments
1001 & 1003 Red Lake Road
Thunder Bay, ON P7C 4W1

PREAMBLE

The Student Residence Agreement is a legal contract that outlines the obligations of the Resident, the Guarantor, the Manager and the Owner. The terms and conditions of this Agreement have been designed to ensure that Residents enjoy a safe, respectful community living environment that is conducive to academic success. Residents are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Through the online Residence Application process Residents are required to read and agree to the terms of this Agreement before completing their application. Residents are advised to download a copy of this document and save it for their records. Residents are also advised to share a copy of this document with their Primary and Secondary Contacts identified in the application process. In some circumstances, the Manager may require that a hard copy of this Agreement is signed, and in those circumstances, each of the pages of this Agreement must be initialed by the Resident.

1. INTRODUCTION

This Agreement made this ____ day of _____, 20__

Between: **Campus Development Corp.** (the "Manager"), as agent for: **Confederation College of Applied Arts and Technology** (the "Institution"),

And: _____ (the "Resident").

In consideration of the mutual covenants and Agreements contained in this Student Residence Agreement (this "Agreement"), the parties covenant and agree as follows:

1.01 Unit and Term. The Manager grants the Resident shared occupancy (with three other persons designated by the Manager) of a standard furnished unit (a "Unit") in the residence located on the campus of the Institution known as: "**Confederation College Spruce & Cedar Student Apartments**" (the "Residence") for three (3) Institution terms, commencing 08:00 a.m. on September 3, 2020 and ending 11:00 a.m. on December 31, 2020 (the "Fall Term"), commencing 08:00 a.m. on January 2, 2021 and ending 11:00 a.m. on April 30, 2021 (the "Winter Term") and commencing 08:00 a.m. on May 2, 2021 and ending 11:00 a.m. on the day August 25, 2021 (the "Summer Term") (Fall, Winter & Summer Terms together called the "Term"). Residents enrolled in academic programs that continue beyond the Term are subject to additional fees over and above those stated in **section 2.02**. Current residents must apply to residence each year, with acceptance determined by merit, academic, and/or lottery considerations. In addition, and without limitation, residence acceptance may be denied as a result of any previous violations of this Agreement. The Term of this Agreement may be extended by the Manager if the Resident is granted an early move-in, a late move-out, or occupancy during the spring/summer term.

1.02 Acknowledgement of Services and Responsibility of the Manager. The Resident and Guarantor acknowledge that neither the Manager, nor the Owner stands in loco parentis with respect to the Resident. The Residence provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow residents as opposed to residential care. The Manager is responsible for the maintenance and operation of the residence and adds additional levels of personal safety and security not present in other types of accommodations.

1.03 Pre-Conditions to Occupancy. The Resident may not occupy a Room, unless (i) the Resident is currently enrolled and maintaining status as a full-time student in good standing of Confederation College; (ii) this Agreement is executed by all parties, with all information acknowledged on the Terms and Condition step on the My Housing Portal; (iii) the Security Deposit as to **section 2.03** is paid in full; (iv) all Residence Fees then due and payable are paid in full as stated in **section 2.02**; (v) and the Manager has designated a Room for the Resident.

1.04 Force Majeure. Notwithstanding anything in this Agreement, if either the Manager or the Owner is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement (including, without limitation, delivery of occupancy of the Unit) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reasons whether of a like nature or not, which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay.

1.05 No Assignment. This Agreement and the rights and privileges granted to the Resident under it are not assignable by the Resident and the Resident may not sublet the Unit. The Resident may not permit the use of the Unit by any other person, other than a person designated by the Manager. The Unit or Residence services/facilities including but not limited to the mailbox, may not be used for any business uses.

1.06 Pre-Conditions to Occupancy. The Resident may not occupy a Room, unless (i) the Resident is currently enrolled and maintaining status as a full-time student in good standing at the Institution; (ii) this Agreement is executed by all parties, with all information acknowledged on the Terms and Condition step on the My Housing Portal; (iii) the Deposit as to **section 2.02** is paid in full; (iv) all Residence Fees then due and payable are paid in full as stated in **section 2.03**; (v) and the Manager has designated a Room for the Resident.

2. RESIDENCE FEES

2.01 Payment of Fees. All amounts payable by the Resident under this Agreement are payable to “**Campus Development Corp.**” and payment must be delivered to the Manager. All amounts payable under this Agreement may be paid by cash, certified cheque, bank draft, money order, debit, or online as designated by the Manager and Owner. Personal cheques will not be accepted. Academic results may be withheld and/or other academic sanctions are possible for failure to maintain an up to date financial account with the Residence.

2.02 Residence Fees. The Resident must pay one of the following fees (the “Residence Fees”) for the right to occupy a Unit during the Term.

Academic Year 2020-2021

Option 1) \$8,200.00 on or before July 6, 2020 at 5:00 p.m. or,

Option 2) \$8,400.00 payable as \$4,200.00 on or before July 6, 2020 at 5 p.m. and \$4,200.00 payable on or before October 31, 2020 at 5 p.m. or,

Option 3) \$8,400.00 payable as \$2,800.00 on or before July 6, 2020 at 5 p.m. and \$2,800.00 payable on or before October 31, 2020 at 5 p.m. and \$2,800.00 payable on or before January 31, 2021 at 5 p.m.

2.03 Security Deposit. At the time of the Resident’s application to the Residence, the Resident must pay the sum of \$300.00 as a deposit (the “Security Deposit”). The Security Deposit is payable to “Campus Development Corp” to be held by the Manager and applied to the cost of repairing damage to the Unit and to any unpaid amounts owing by the Resident under this Agreement. Upon the termination of this Agreement, provided that there are no damage claims or unpaid amounts then owing, the Security Deposit will be refunded to the Resident as described in **section 8** of this Agreement.

2.04 Interest. Any amount payable by the Resident under this Agreement which is not paid may be sent to a third-party collection agency. In lieu of interest charges, the Owner may choose to implement a late payment fee.

2.05 No Waiver of Fees. Nothing in this Agreement, nor any entry or repossession of the Unit by the Manager or Owner releases the Resident or the Guarantor from any liability for the payment in full of all amounts payable under this Agreement for the Term.

3. RESIDENCE PROCEDURES

3.01 Move-In Procedure. The Resident must follow all move-in times, dates and procedures outlined by the Manager. The Resident will be notified of the date and time that the Resident may move into the Unit. If the Resident wishes to move-in prior to the scheduled move-in day, the Resident may do so at the Manager’s then posted nightly rate and subject to availability. Care is to be exercised in moving-in heavy objects to avoid damage to floor coverings, walls, doors and frames and any other part of the Residence. The Resident shall be responsible to pay forthwith to the Manager the cost of any damage to the Unit or the Residence arising from the move-in.

3.02 Move-Out Procedure. Prior to either (i) the expiry of the Term, or (ii) the date on which the Resident is to vacate the Residence (detailed in **Table 1 & 3**), the Manager, or designate, can be requested in advance by the Resident to complete a visual inspection of the Suite to view the state of cleanliness and repair. If no request to inspect the suite is made by the Resident, the inspection will take place once the Resident has vacated the suite. In the event the Resident chooses to have the inspection completed prior to vacating the suite, the Manager, or designate, will inspect the suite and inform the Resident of potential damage and/or cleaning charges and outline what steps the student may take to mitigate charges. On vacating, all garbage and belongings of the Resident must be removed, and the suite must be cleaned to the point of restoring the suite to its original condition. Once the Resident has vacated, the Manager, or designate, will complete a documented visual inspection of the Suite. In the event deficiencies are found, the cost of cleaning the suite and restoring it to its original state may be deducted from the Resident’s original Deposit. There is a minimum cleaning charge of **\$25.00** and damage charges will be billed accordingly at the cost of restoring the suite to its original condition. Any items left behind by the Resident will be immediately discarded; the Residence shall not be liable to the Resident for any loss of property as a result. As with the “move-in procedures”, care must be exercised to avoid damage to doors, frames, walls, floor coverings and any other part of the Residence. The Resident is financially responsible to pay forthwith for any damage caused on moving out of the Residence.

3.03 Roommates. The Resident may be notified prior to move-in the name and contact information of their roommate (and vice-versa). This disclosure is to enable the roommates to get acquainted and to arrange bringing common supplies to the Residence. Roommate changes may be requested for cause at any time. The Manager’s first priority is to try to mediate any dispute between roommates. If a roommate change is required roommates may be moved to different Units (subject to availability within the Residence and to the Manager discretion), unless another Agreement can be reached amongst all parties involved.

3.04 Unit Reassignment. The Manager may in its sole and unfettered discretion, relocate the Resident to another Unit upon 48 hours advance written notice. The Resident agrees to comply with the terms of any relocation notice and to remove and relocate the Resident’s property to the Unit designated in the relocation notice. If the Resident does not remove and relocate the Resident’s property as set out in the relocation notice, then the Manager may

remove and relocate the Resident's property (whether or not the Resident is present at the time), at the Resident's expense, without further notice and without liability to the Manager for any damage to or loss of the Resident's property.

3.05 Deliveries and Solicitation. The Manager may control access to the Residence for deliveries. The Manager may allow reasonable access to political candidates or their representatives for the purpose of canvassing for support and delivering pamphlets.

3.06 Lost Keys, Lock Outs. The Resident will be responsible for the cost of replacing lost keys (e.g., room key, mailbox key, etc.) at a cost determined by the Manager, to a maximum of \$25.00 per key. If the Resident is locked out of the Resident's Room, the Resident will pay a fee for letting the Resident into the Room, to a maximum of \$5.00, and will be provided with a temporary key to be returned immediately after use. Failure to return temporary key in the time allotted will result in a replacement fee to a maximum of \$25.00 per key. The Resident will be responsible for the cost of replacing Secure Access Fobs at the cost determined by the Manager, to a maximum of \$25.00 per fob.

4. RESIDENCE FACILITIES, MAINTENANCE AND SERVICES

4.01 Responsibility for Damages. Within 24 hours of taking possession of the Resident's assigned Unit, the Resident must complete a "Unit Inspection Report", listing all damage to and deficiencies in the Unit and its furnishings, fixtures and equipment. At all times during the Term, the Resident must maintain the Unit and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession of the Unit is given to the Resident (or if the Manager repairs any damage or deficiency noted in the Unit Inspection Report, to the same standard and condition as exists after repairing that damage or deficiency), subject to typical wear and tear. The Resident and any other person sharing a Unit with the Resident are jointly and individually liable for any damage to or deficiency in the Unit and its furnishings, fixtures and equipment, other than damage and deficiencies noted in the Unit Inspection Report which are not repaired by the Manager. The Resident must give the Manager prompt written notice of any accidents, damage or malfunctions of any kind to the Unit or its furnishing, fixtures and equipment. The Resident shall keep a copy of each such notice.

4.02 Liability of Resident. The Resident is liable for any damage to the Unit including its furnishings, fixtures and equipment, and for any damage to the Residence arising from the willful acts or the negligence of the Resident. The Manager and the Institution do not assume any responsibility for personal property that is lost, stolen or damaged from any cause. The Resident is strongly encouraged to obtain insurance to cover the above liabilities. Residence does not purchase such protection for personal property. Residents must also take positive steps to ensure their safety by locking doors and ensuring that only authorized persons enter their Unit.

4.03 Damages to Common Areas. Residents are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. The Resident may be held financially responsible for damage to any part of the Residence (interior/exterior common areas) if the resident, or guest of the Resident is found to be directly or indirectly involved in said damage. Common areas include and are not limited to; the living room, hallways, laundry room, stairs, kitchen, the exterior of bedroom doors, parking lots and any other public areas of the Residence. All charges for damages to common areas in residence that cannot be traced to those directly responsible will be split equally among the occupants of the Units, or section of the residence deemed fair and appropriate-ate by the Manager.

4.04 Unit Entry. The Manager subscribes to the principle that Residents are entitled to enjoy a reasonable right to privacy in residence Units. However, the Resident acknowledges that the Manager is entitled, without notice and without the Resident being present, to have authorized staff, the Institution's security services, emergency services, or the police enter the Unit at reasonable times under the following conditions: (a) to provide repair and maintenance services as detailed in **section 4.05** of this Agreement; (b) to inspect the Unit as detailed in **section 4.06** of this Agreement; (c) to ensure the safety and security of the Resident and/or when there is reasonable cause to believe an emergency situation has arisen; (d) during the Winter Break to provide routine maintenance; (e) when there is reasonable cause to believe that terms of this Agreement and/or the Residence Community Living Standards detailed in **section 7.01** and/or the law is being violated. Authorized staff are supplied with a uniform and identification that is visible at all times.

4.05 Maintenance by the Manager. Throughout the Term the Manager will inspect, maintain, repair and replace elements of the Residence in order to keep the Residence in a good condition and state of repair, complying with health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

4.06 Cleanliness and Inspections. Housekeeping Service will be provided to clean only the kitchen, living room, hallway and washroom areas of the Unit on a regularly scheduled basis as posted by the Manager. This Housekeeping Service is not optional. Residents must ensure that all counters and sinks are clear of any dishes, appliances, or any other personal items. As part of the Housekeeping Service, the Unit will be inspected. Should the Unit be found in an unhygienic state, the Resident(s) will be given 24 hours to return it to a proper state, or it will be cleaned at the discretion of the Manager and all associated cleaning/administrative costs will be charged to the Resident. The Resident shall, at all times during the Term, keep all parts of the Unit clean, including and not limited to; floor coverings, doors, walls, ceilings, kitchen appliances, counters, cupboards, faucets, sinks, furniture, glass, window frames, and other furnishings. Vacuums, brooms, and mops may be signed out at the front desk, subject to availability.

4.07 Limitation on Liability of Manager. Unless arising as a result of their gross negligence, the Manager, the Institution and the Owner shall not be liable to the Resident for any loss or damage, however caused, to the property of the Resident or to the property of the Resident's guest (s) while in the Residence or on the lands on which the Residence is situated. Without limiting the generality of the foregoing, such property includes and is not limited to, vehicles and their contents and damage includes and is not limited to; damage caused by the failure of the plumbing or heating system or any other building system, defects in the structure of the Building, water or snow penetration, exterior weather conditions, damage arising from any cause beyond the

control of the Manager, Institution or Owner, and any damage or injury arising from the activities of employees, contractors or agents of the Manager, the Institution or the Owner.

4.08 Heating of Unit. Throughout the Term the Manager will provide a heating system sufficient to provide a comfortable temperature in the Unit and will operate, maintain and repair that heating system. During any period in which the heating system is not functioning to the standards set out above, the Manager will use commercially reasonable efforts, after receiving notice of the deficiency, to have the system repaired and functioning as soon as may be possible in the circumstances. In no event however, is the Manager, Institution or Owner liable to the Resident for any consequential illness or discomfort and the Manager, Institution or Owner shall not be deemed to be in default of its obligations under this Agreement, so long as it is using commercially reasonable efforts to have the system repaired.

4.09 Prohibited Items. Only refrigeration appliances supplied with the Room are to be used. No other refrigeration items are to be brought into the Room. In order for appliances to be used in the Residence, they must bear a visible serial number and a CSA or UL identification tag. Irons, toaster ovens, coffee makers, electric kettles protected by automatic "shut off" may be used. Appliances found in rooms that do not bear a CSA or UL identification tag will be removed by the Manager at the Resident's expense, without liability to the Manager for spoilage or damage to the appliance removed. The following are prohibited: open hot plates, deep fryers, indoor barbecues, fondues and the like; pets; candles, incense, lava lamps, halogen lamps, large musical instruments or noise producing devices such as subwoofers and PA systems, illegal substances, alcohol and drug paraphernalia, single serving glass alcohol containers (i.e. beer bottles, coolers, etc.), novelty glass liquor bottles, and large common source containers (i.e. kegs, 60oz containers); weapons, replica weapons, or any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill.

4.10 Cable Television, Telephone & Internet Services. Cable television and telephone services are not provided in the Unit. The Resident may set-up such services through the Manager, or through a third party service provider that is acceptable to the Manager. All Residents are subject to the Manager and/or Institution and/or Service Provider's current Internet, cable television and telephone enrolment and usage policies. Cutting of wiring, boring of holes, the use of wireless routers, routers, or switches are not permitted. Any unauthorized services or equipment may be removed by the Manager, at the Resident's expense, without notice or liability.

4.11 No Moving of Supplied Furnishings. All furnishings and equipment supplied with the Unit shall remain in the Unit for the duration of the Term. All furnishings, if rearranged, must be returned to their original position found at the commencement of the Term. No common area furniture is to be moved into the Bedroom.

4.12 No Removal or Substitution. The Resident may not remove, alter or change any property in the Unit which is provided on occupancy or at any other time during the Term, including and not limited to; furnishings, fixtures, equipment, television sets, appliances, window screens, floor coverings and any mattress covering.

4.13 No Renovation or Installation. The alteration or renovation of the Residence facilities, furniture, fixtures, or equipment supplied in the Unit is not permitted. The lock(s) provided by the Institution are the only locks to be used to secure the door to the Unit and Bedroom. No other locks may be installed by the Resident and the Resident may not change the keying of the lock(s) which are provided. Unauthorized changes to temperature settings or duct or diffuser settings in the Unit, and any attempt to make changes to the heating system in the Unit are prohibited. The Resident may not install any electrical equipment which will overload the capacity of a circuit. Altering or otherwise tampering with electrical systems is prohibited. The Resident may not install furnishings or equipment of any kind (including and not limited to; shelving, light fixtures, audio or visual equipment, satellite dishes and radio or television antenna (e), without the prior written consent of the Manager. If any such furnishing or equipment is installed without the Manager's consent, the Resident will immediately remove it after notice from the Manager, failing which the Manager may remove the furnishing or equipment at the expense of the Resident without further notice and without liability to the Resident for any damage to the furnishing or equipment so re-moved. The Resident is responsible to pay the costs of repairing all damage to the Unit or Residence caused by the installation and removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent. The Resident also is liable for any damage to property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent. The Resident shall use all television sets, appliances, window screens, floor coverings and linens, only for their intended purpose.

4.14 Decorations. The only acceptable form of affixing items to walls is the use of double-sided tape or magic mounts and must be removed by the Resident prior to move out or be subject to removal charges. Spikes, hooks, screws, tacks or nails or any permanent adhesion type tape shall not be put into or on the walls or woodwork, ceilings, furnishings, doors or windows of any part of the Residence. Residents may not decorate the outside of their Unit door unless for special occasions approved by the Manager. Strings of indoor lights should not be in direct contact with any flammable materials and should not be left on while the Unit is unattended.

4.15 Parking. Residents must park vehicles in designated spaces only, as allotted by the Institution. The Resident shall affix to each vehicle's windshield such decal, label or other distinguishing marker as the Institution directs for identification. Residents parking cars or other motor vehicles in unauthorized areas without the payment of fees or without a formal written Agreement with the Institution may be charged with trespassing and, in addition, the vehicle may be removed at the Resident's expense without notice and without any liability by the Institution or the Manager for damages of any kind. Residents may not bring onto the Residence property any unlicensed or uninsured motor vehicle. If any vehicle become uninsured or has its license expire while parked on the Residence property, it must be removed by the Resident, failing which, after notice, the Institution may remove the vehicle at the Resident's expense, without any liability by the Institution or the Manager for damages of any kind. Bicycles must be stored or kept only in

such locations that may be designated by the Manager. All vehicles and bicycles and their contents, if any, are brought onto the Residence property at the sole risk of the owner.

4.16 Fire Prevention, Safety and Emergency Situations. The Resident shall not do or permit anything to be done in the Unit, or bring or keep anything into the Unit, which in any way will increase the risk of fire or conflict with local fire codes or building codes. This includes the burning of candles and incense sticks and the use of lava lamps. The Resident shall not do anything that conflicts with any of the rules and ordinances of the local Board of Health or any municipal by-laws. Residents or their guests found tampering with fire safety equipment will be subject to immediate removal from the Residence, possible criminal prosecution or such other disciplinary action by the Manager. This includes and is not limited to, covering or removing smoke and/or heat detectors within the Unit.

4.17 Smoking. Smoking is not permitted anywhere in the Residence or on or about the lands on which the Residence is situated, except as permitted by the Institution, Manager or municipal by-law.

4.18 Illegal Substances. Possession of controlled or prohibited substances, drug paraphernalia for the purpose of personal use, distribution or sale is strictly prohibited in the Residence or on or about the lands on which the Residence is situated. Any involvement, direct or indirect, in any illegal or drug related activity will be in direct violation of this Agreement and will be subject for immediate removal from the Residence.

5. ROLE OF THE GUARANTOR

5.01 Liability of Guarantor. The Guarantor, in executing this Agreement, covenants with the Manager, and Owner that the Guarantor is and shall be jointly and severally bound and liable with the Resident for the payment of all amounts payable by the Resident under this Agreement and for all obligations of the Resident under this Agreement. In enforcing its rights hereunder, each of the Manager, the Institution and the Owner may proceed against the Guarantor as though the Guarantor were the Resident named in the Agreement. Neither the Manager, the Institution or the Owner is bound to exhaust its remedies against the Resident before making a demand on or pursuing its remedies against the Guarantor.

5.02 Consent to Contact Guarantor. In most circumstances, Residents will be treated without reference to parents, guardians or Guarantors; however, the Manager, or Owner may (at their discretion) contact the Guarantor at any time and for any purpose, including, without limitation, to advise the Guarantor (i) of any accident or injury to the Resident, (ii) of any default by the Resident under this Agreement, or (iii) any situation where the Resident may cause harm to themselves or to another, or (iv) if the Resident is issued any behavioural contract or Eviction by the Manager or Owner. The Manager, and Owner may disclose the Resident's personal information in such communications, and the Resident hereby consents to this disclosure.

6. FREEDOM OF INFORMATION

6.01 Freedom of Information. "I consent to the Manager and the Institution collecting and disclosing to each other personal information about me concerning any misconduct or alleged misconduct by me, or any misconduct of others reported or witnessed by me, for the purpose of the Manager and the Institution using that personal information to administer their respective rules of conduct and disciplinary proceedings. Such information includes, and is not limited to, my grades in school, my academic status, any alleged misconduct by me, my response to such an allegation, the substance and status of any disciplinary proceedings and the penalty, if any, imposed. Personal information includes, and is not limited to the Institution confirming to the Manager, my status as a full-time student, academic status, federal loan status, and provincial loan status for the purpose of room allocation. Personal information also includes, but is not limited to access my official college identification number and photograph in order to verify my identity for the facilitation of services and for investigations that are being conducted by the Manager or the Institution." For the purposes of this consent, the Manager and the Institution include their officers, employees and security contractors who have a reasonable interest in receiving the personal information.

6.02 Activity Waiver. On an on-going basis, the Institution and/or the Manager arranges a number of social, sporting and other activities for residents of the Residence, both in the Residence building and at other on-campus and off-campus locations (individually, an "Activity" and collectively, the "Activities"). Activities may have inherent risks associated with participation in them. Participation in all Activities is completely voluntary and the Resident may elect not to participate in any Activity. The Resident specifically acknowledges that in the event that the Resident elects to participate in any Activity, (i) the Resident is warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury, (ii) the Resident has voluntarily elected to participate in the Activity notwithstanding those risks. The Resident acknowledges and assumes all risks of personal injury and all other hazards (i) arising from or related in any way to participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity and the Resident agrees that the Institution and the Manager and each of their respective officers, directors, shareholders, employees and agents (as applicable) are expressly released and forever discharged by the Resident from all claims of any nature or kind whatsoever (i) arising from or relating to the Resident's participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity.

6.03 Photograph Waiver. The Resident grants permission to the Institution and/or the Manager to use photographs or videotapes taken of the Resident in or about the Residence for use (i) in advertising, direct mail, brochures, newsletters and magazines relating to the Institution, the Manager or the Residence, (ii) in electronic versions of the same publications or on web sites or other electronic form or media relating to the Institution, the Manager or the Residence, and (iii) on display boards within the Residence or the Institution, all without notification. The Resident waives any right to inspect or approve any finished photograph or videotape or any electronic matter that may be used in conjunction with a photograph or videotape now or

in the future and waives any right to royalties or other compensation arising from or related to the use of any such photograph, videotape or electronic matter.

7. RULES AND REGULATIONS

7.01 Residence Community Living Standards. The Residence Community Living Standards ("RCLS") forms a part of this Agreement. It details the rights, responsibilities, and privileges of Residents as well as the residence conduct process. Each Resident is responsible for reading, understanding, and adhering to the terms outlined within the RCLS. The Manager and the Institution may amend the terms of the RCLS from time to time and may post the amendments in the Residence. Failure to abide by the RCLS may result in eviction from Residence and withdrawal of this Agreement as per the violations and sanctions outlined in the RCLS, and as stated in **section 8.01(d)**. The RCLS can be found online at: www.confederationresidence.ca.

7.02 Institution Standards. Residents are also responsible for reading, understanding and adhering to the academic and non-academic policies and procedures that have been established by the Institution, including the Code of Conduct and its penalties.

8. WITHDRAWAL AND CANCELLATION

8.01 Withdrawal by the Manager. This Agreement may be terminated by the Manager if: (a) the Resident fails to check into their assigned Room within five (5) days of the first day of the Term; (b) the Resident abandons their Room as detailed in **section 8.03** of this Agreement; (c) the Resident decides not to accept the Room they were assigned, or any alternate rooms offered to them during the course of this Agreement; or (d) the Resident violates any of the terms of this Agreement, including violations of the Residence Community Living Standards or Institution Standards. The Manager may notify the Primary or Secondary Contact by phone or e-mail of the withdrawal of the Resident's residency at the same time, if possible, as written Notice of Withdrawal of Residency is delivered to the Resident. If the Resident is unavailable to receive service of the notice in person, then delivery of the notice to the Resident's Room shall be deemed proper service and delivery. The Resident will be allowed 24 hours from the date and time of delivery of the Notice of Withdrawal of Residency to fully vacate and remove all personal belongings from the Residence.

8.02 Cancellation or Withdrawal by the Resident. Cancellations occur prior to the Resident occupying the Room. If the Resident wishes to cancel this Agreement of their residence application, the Resident must cancel their application in their My Housing Portal account prior to occupying the Room. Please note that the Residence operates independently from the Institution and if the Resident cancels their application or enrolment at the Institution, they will also need to cancel their Residence application. Refunds will be issued by the Manager as detailed in **section 8.06**.

8.03 Abandonment. If the Resident vacates the Unit prior to the expiry of the Term without the Manager's prior Agreement, the Unit will be deemed abandoned by the Resident. In that event, the Manager may (i) repossess the Unit without liability to the Manager, and (ii) enter into an Agreement for the occupancy of the Unit with a third party.

8.04 Withdrawal Procedures. Upon the withdrawal of the privileges of this Agreement, the Resident shall, forthwith vacate the Unit within the time frame given, and deliver to the Manager vacant possession of the Unit together with all of the furnishings, fixtures, and appliances of the Residence, and the furnishings and fixtures shall be in good condition, with reasonable wear and tear excepted. The Resident will follow the Move-out Procedures explained in **section 3.02** of this Agreement and all additional directions communicated by the Manager.

8.05 Failure to Vacate. If the Resident does not vacate the Residence on the expiry or early withdrawal of this Agreement, (i) the Resident is liable for any financial loss sustained or incurred by the Manager, or Owner, and (ii) the Manager or Owner may remove the property of the Resident from the Unit (whether or not the Resident is present at the time), and place the property in temporary storage in a location in the Residence of the Manager or Owner's choice, at the Resident's expense, without notice to the Resident and without liability to the Manager or Owner for any damage to or loss of the Resident's property.

8.06 Refund Procedures. Upon the withdrawal of this Agreement or residence application by the Resident, as detailed in section 8.02, the Residence may be entitled to a partial refund of Residence Fees, without interest, within eight (8) weeks of the Resident vacating the Residence or cancelling their residence application. The refund will be in the form of a cheque mailed to the Resident's permanent address on file in the Resident's name only. If a student requires a cheque to be reissued as a result of the resident not providing an updated address prior to vacating residence and/or cancelling their residence application, a charge of \$50 may be applied.

Refunds are only issued based on the following:

Fall/Winter Applications/Agreement

- i. If the Resident's My Housing Portal cancellation request is received by the Residence Manager prior to July 6, 2020, whether the Resident has been accepted into Residence or not, the Resident will receive a full refund of the Security Deposit and any Residence Fees paid to date
- ii. If the Resident has been accepted into Residence and the Residence Manager receives the Resident's My Housing Portal cancellation request after July 6, 2020, the Resident's Security Deposit will be forfeited. The Resident will receive a full refund of any Residence Fees paid to date.
- iii. If the Resident is on the wait list for Residence and the Residence Manager receives a My Housing Portal cancellation request before the Resident is accepted to Residence, then the Resident will be refunded the full Security Deposit.

- iv. If the Resident is on the wait list and a space becomes available after July 6, 2020, the Resident will be offered a space in Residence and asked to confirm the status of the Resident's Residence acceptance within 24 hours. After confirmation to the Residence, all regular cancellation policies and payment deadlines apply.

8.07 Payment after Notice of Withdrawal. The Manager's acceptance of any payment of arrears or of any other payment for the use or occupation of the Unit, after delivery of a notice terminating this Agreement to the Resident, does not operate as waiver of a notice of withdrawal, nor reinstatement of this Agreement.

8.08 Binding Effect. Each reference in this Agreement to the Manager, the Owner, the Resident and the Guarantor includes their respective heirs, estate trustees, legal representatives, successors and assigns, as applicable.

ADDENDUM

This Addendum (this "**Addendum**") is dated the ___ day of _____, 2020 between Campus Living Centres Inc. (the "**Manager**"), as agent for **Confederation College of Applied Arts and Technology** (the "**Institution**") and _____ (the "**Resident**") (collectively, the "**Parties**").

RECITALS:

- A. The Parties entered into a certain Student Residence Agreement dated the ___ day of _____, 2020 (the "**SRA**");
- B. To address certain public health and community living related matters, the Parties are desirous of affirming the mutual communal living obligations which underlie their relationship; and
- C. The Parties are desirous of amending the SRA and ratifying and confirming that their conduct be bound by the SRA, as amended herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements contained in this Addendum and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledge by all of the Parties), all of the Parties agree as follows:

1. Capitalized terms used in this Addendum that are not otherwise defined will have the meanings given to them in the SRA.
2. The signatories ratify and confirm the truth and accuracy of the information set forth in the above recitals.
3. Section 1.05 of the SRA is deleted in its entirety and replaced with the following:

"1.05 Acknowledgement of Services and Responsibility of the Manager. The Resident acknowledges that neither the Manager nor the Institution stands in loco parentis with respect to the Resident. The Residence provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow residents as opposed to residential care. The Manager is responsible for the maintenance and operation of the residence. The Manager, in consultation with the Institution, may from time to time, in its sole and unfettered discretion, establish and/or amend policies, protocols and guidelines to uphold and ensure compliance with the standards set forth by the Manager, all of which will constitute part of the Residence Community Living Standards or Institution Code of Conduct, as appropriate. The Resident hereby acknowledges and agrees that they are solely responsible for their compliance with / review of such policies, protocols and guidelines (as may be created, amended, revised or restated by the Manager) found at www.confederationresidence.ca."

4. Section 1.07 of the SRA is deleted in its entirety and replaced with the following:

"1.07 Force Majeure. Notwithstanding anything in this Agreement, if either the Manager or the Institution is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement (including, without limitation, delivery of occupancy of the Room) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; disease; epidemic; public health or safety concerns; war; act of God or other reasons whether of a like nature or not, which is not the fault of the Manager or the Institution which is delayed or hindered in or prevented from performing work or doing acts required under the terms of this Agreement, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period of the expiration of the period of the delay. The Resident hereby confirms their understanding that

the Manager, in consultation with the Institution, may, in its sole and unfettered discretion, make such amendments to or policies, protocols and guidelines to alter the then in force Residence Community Living Standards or Institution Code of Conduct to address the cause(s) or effect(s) of such delay or delays.”

5. Section 3.04 of the SRA is deleted in its entirety and replaced with the following:

“3.04 Room Reassignment. The Manager may in its sole and unfettered discretion, relocate the Resident to another Room upon 48 hours advance written notice. The Resident agrees to comply with the terms of any relocation notice and to remove and relocate the Resident’s property to the Room designated in the relocation notice. Residents are required to comply with any de-densifying efforts required on campus due to Covid-19 or other public health or safety emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student’s housing contract. In the event that the Manager must relocate students as part of a de-densifying strategy due to public health, safety or other concerns for an extended period of time and alternative housing is not available, the Manager may, in its sole and unfettered discretion, pay impacted students fair and reasonable reimbursement (as determined by the Manager) as appropriate and based on information available at that time and in full and final satisfaction of the Manager’s and the Institution’s obligations hereunder.”

6. Section 4.07 of the SRA is deleted in its entirety and replaced with the following:

“4.07 Limitation on Liability of Manager. Unless arising as a result of their gross negligence, the Manager and the Institution shall not be liable to the Resident for any loss or damage, however caused to the Resident, the property of the Resident or to the property of the Resident’s guest(s) while in the Residence or on the lands on which the Residence is situated. Without limiting the generality of the foregoing, such property includes and is not limited to, personal property of the Resident (including their vehicle(s) and their contents) and damage includes and is not limited to; damage caused by the failure of the plumbing or heating system or any other building system, defects in the structure of the Building, water or snow penetration, exterior weather conditions, damage arising from any cause beyond the control of the Manager or Institution, and any damage or injury arising from the activities of employees, contractors or agents of the Manager and the Institution. The Resident agrees that by executing the Agreement and residing in the Residence, they are acknowledging that they understand and freely assume the risks associated with communal living, including but not limited to risks of potential exposure to physical, mental or emotional harm or injury, communicable diseases and other contagious viruses. Accordingly, the Resident on their own behalf and on behalf of their successors, beneficiaries and next of kin hereby waives their right to demand or make any claim against (and indemnifies, releases and covenants and agrees to hold harmless each of) the Manager, the Institution, their agents, contractors, officers, directors, governors, management, successors, assigns, students and employees from or in relation to any and all damages, physical or other harm, death, liability, claims, expenses or loss due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care (collectively, “Claims”) arising under or related to this Student Residence Agreement and the provision of services or accommodation, including but not limited to exposure to communicable diseases and contagious viruses. The Resident further agrees to take all reasonable precautions and follow recommendations by public health authorities to mitigate the spread of communicable diseases while living in the Residence community. Failure to follow the Student Residence Agreement and measures related to said communicable diseases (including but not limited to Covid-19), or failure to follow directions from staff regarding communicable disease related rules or measures may result in standards action up to and including eviction from residence.”

7. On and after the date of this Addendum, any reference to "this Agreement" in the SRA and any reference to the SRA in any other agreement will mean the SRA as amended by this Addendum.

Except as specifically amended by this Addendum, the provisions of the SRA remain in full force and effect.

8. Nothing in this Addendum releases or shall be deemed to release the Parties from their respective obligations under the SRA, save as amended hereby.
9. This Addendum becomes effective when executed by all of the Parties. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.
10. This Addendum shall be governed by, including as to validity, interpretation and effect, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
11. This Addendum and the SRA shall be read and construed together as if they constituted one document, provided that if there is any inconsistency between the SRA and the provisions of this Addendum, the provisions of this Addendum shall govern.
12. Each party will from time to time at any time hereafter execute such further assurances as may be reasonably required to carry out the intent of this Addendum.
13. This Addendum may be executed and delivered in any number of counterparts, which may be executed and delivered by facsimile transmission or electronically in PDF or similar secure format, and it will not be necessary that the signatures of all Parties be contained on any counterpart. Each counterpart will be deemed a part of the fully compiled SRA and all counterparts together will constitute one and the same document.