

## Residence Contract 2011-2012

### Preamble

The Georgian College residence is governed by the following documents:

- **Residence Contract** - contractual agreement between each resident and the College.
- **Residence Community Standards** -outline of behavioral expectations for all residents and consequences of breaches of such standards.
- **Residence Guest Policy** – outlines the policy and procedures for guests

The residence community is also subject to all other College policies as well as all provincial, federal and municipal laws.

The resident hereby acknowledges the following:

- This contract is administered on behalf of the College by the Department of Housing & Student Life
- This contract and the relationship between the resident and the College is not subject to the provisions of the Residential Tenancies Act (Ontario) and amendments thereto

In this contract Georgian College is referred to as "College" and the resident is referred to as "resident" or "student".

### 1.0 Important Dates

**1.1 New Student Applicants:** New Student applicants are those students who will be enrolled in courses at Georgian College for the first time and have made application for residence. A random lottery process will be used to determine which New Student applicants are offered a space in residence.

Deadline Date & Time	Description
March 25, 2011 @ 3:00pm	Applications due to be considered for early residence acceptance
March 30, 2011	1 <sup>st</sup> Round of Offers of Accommodation Sent by Email (early acceptance)
June 3, 2011	1 <sup>st</sup> Installment of Residence Fees Due*
Sunday, September 4, 2011	Move-In Day
September 21, 2011 @ 3:00pm	Final Installment of Residence Fees Due
December 17, 2011 @ 12:00 noon	Residence Closes for December Break
January 8, 2012 @ 10:00 am	Residence Opens after December Break
April 21, 2012 @ 12:00 noon	Residence Closes

\* See Appendix 1 – Fee Payment Schedule for payment options

**1.2 Aboriginal Applicants, International Applicants & Applicants with a Disability:** The College has allocated certain spaces in the residence for occupation by aboriginal students, international students and students with a disability. To confirm your qualification for one of the aboriginal student residence spaces, please contact the Anishnabe Education and Training Circle of the College at (705)728-1968 ext 1318. To confirm your qualification for one of the international student residence spaces, please contact the International Centre of the College at (705)728-1968 ext 1218. To confirm your qualification for one of the residence spaces for students with a disability, please contact the Centre for Access of the College at (705)728-1968 ext 1523.

Deadline Date & Time	Description
April 29, 2011 @ 3:00pm	Last Day to Submit Residence Application and Non-Refundable Residence Application Fee
May 2, 2011	1 <sup>st</sup> Round of Offers of Accommodation Sent by Email
June 3, 2011	1 <sup>st</sup> Installment of Residence Fees Due*
Sunday, September 4, 2011	Move-In Day
September 21, 2011 @ 3:00pm	Final Installment of Residence Fees Due
December 17, 2011 @ 12:00 noon	Residence Closes for December Break
January 8, 2012 @ 10:00 am	Residence Opens after December Break
April 21, 2012 @ 12:00 noon	Residence Closes

\* See Appendix 1 – Fee Payment Schedule for payment options

**1.3 Returning Student Applicants:** Returning student applicants are those students who have previously been enrolled in courses at Georgian College. Returning students are expected to be positive role models in the residence community and as such will be subject to a different selection process than other Residence Applicants. Returning students are required to return to residence a few days early in order to participate in training and to help with Orientation activities. The added responsibilities are expected in an effort to promote role modeling, school spirit, and the positive growth of the residence community.

Deadline Date & Time	Description
March 25, 2011 @ 12:00 noon	Last Day to Submit Returning Student Residence Application and Non-Refundable Residence Application Fee
March 30, 2011	Offers of Accommodation Sent by Email
June 3, 2011	1 <sup>st</sup> Installment of Residence Fees Due*
Saturday, September 3, 2011	Move-In Day
September 21, 2011 @ 3:00pm	Final Installment of Residence Fees Due
December 17, 2011 @ 12:00 noon	Residence Closes for December Break
January 8, 2012 @ 10:00 am	Residence Opens after December Break
April 21, 2012 @ 12:00 noon	Residence Closes

\* See Appendix 1 – Fee Payment Schedule for payment options

#### 1.4 All Applicants January 2012 – April 2012

Deadline Date & Time	Description
Limited space is available and space will be given out on a first come, first serve basis; thus, we strongly encourage those interested to apply as soon as possible. Submitting an application does NOT guarantee that space will be available.	Submit Residence Application and Non-Refundable Residence Application Fee
Offers will be made on a first come, first serve basis as space becomes available. Each Offer letter will outline steps that must be taken to secure a space in residence.	Offers of Accommodation Sent by Email
Date Specified in Offer of Accommodation Email	Residence Fees Due
January 8, 2012 @ 10:00 am	Residence Opens
April 21, 2012 @ 12:00 noon	Residence Closes

## 2.0 Residence Admission Process & Conditions

**2.1 Eligibility Criteria:** The following criteria must be met to have a Residence Application accepted:

- The applicant must be a student at Georgian College or intending to be a student at Georgian College during the Contract period that is outlined in section 3.0. Priority will be given to full time students when considering applications. Signed Residence Contract must be submitted by the appropriate due date outlined in section 1.0.
- All monies owed to the College by the applicant, including, but not limited to Residence Fees, Residence Deposit and College tuition must be paid up to date. Residence Fee information is outlined in section 1.0.
- The applicant must not have been barred from living in residence by Housing & Student Life in a previous term.

Meeting the above criteria does not in any way guarantee that an applicant will be granted admission to residence. Failing to meet any of the above criteria will constitute sufficient grounds to not accept a Residence Application.

**2.2 Application & Residence Deposit Deadline:** To be considered in the first round of residence offers the *Residence Application*, along with the non-refundable application fee of \$50 (certified cheque, money order, bank draft, valid debit or credit card\*) must be received by the Department of Housing & Student Life Office by the deadline indicated in section 1.0. Meeting this condition is important because the College typically receives more applications than spaces available in the residence. Please note that it is the responsibility of the student to ensure that the required payment is received by the Department of Housing & Student Life Office prior to the stipulated deadline; slow mail service, or any other factor beyond the control of the College, will not be accepted as a reason to change an application's status from late to on-

time.

\* *Credit card payments can be taken in person at the residence or by completing a credit card authorization form and faxed to (705)730-5558. The credit card authorization forms are available on our website in the Important Documents section or by calling (705)730-5600*

**2.3 Offer of Accommodation, Fee Payment & Residence Contract Deadline:** Offer of Accommodation packages will be sent by email according to the applicable information in section 1.0 The first payment of the residence fees along with a signed copy of the *Residence Contract*, must be received by the Department of Housing & Student Life Office on or before the deadlines indicated in section 1.0. Late receipt may lead to the cancellation of a student's *Offer of Accommodation*. The remainder of the fee payment schedule is outlined in section 1.0 and in the Offer of Accommodation.

**2.4 Term of Residence Contract:** This Residence Contract applies only to the term stated in section 3.1. Residents must submit a new application in any subsequent year, with *Offers of Accommodation* determined by the applicable criteria at that time.

**2.5 Change to Student Status:** All applicants and residents are responsible for notifying Housing & Student Life, in writing, of any changes to their student status including, but not limited to, changes from full to part time status. The Registrar's Office, Faculty or other College area is not responsible for informing Housing & Student Life of a student's intentions of living in residence.

### **3.0 Contract Term**

**3.1 Term:** The term of this Residence Contract commences on Move-in Day as outlined in Section 1.0 and expires at 12:00 NOON Saturday, April 21, 2012. The residence will be closed to all persons from 12:00 NOON on December 17, 2011 until 10:00 am on January 8, 2012.

**3.2 December Break Closure:** During the December to January closure, as outlined each chart in section 1.0, residents will be responsible for finding their own accommodations. During the break closure period you may leave your belongings in your suite.

**3.3 Check out time after Exam Periods:** Students will be required to vacate the residence by 6:00 PM on the evening of the day that their last class or last exam takes place in both December and April. Permission to stay beyond this time must be granted in writing from the Residence Life Manager.

**3.4 Force Majeure:** To the extent that the College is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the College shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the College shall not be responsible for failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the College, and/or any other form of job action or labour unrest, or due to acts of God, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, or other unforeseen developments. The Department of Housing & Student Life reserves the right to require Residents to immediately vacate their residence unit if a situation occurs in which safety measures are compromised.

**3.5 Binding Commitment:** Acceptance of an Offer of Accommodation and the terms and conditions of this Contract constitutes a binding commitment by the Resident for the full term outlined in paragraph 3.1

### **4.0 Cancellation and Early Termination of the Residence Contract**

**4.1 Termination by the College:** The Residence Contract may, in the absolute discretion of the College, be terminated by the College for any one of the following reasons:

- A. The student fails to check into his/her room within 100 hours of his or her Move-in day as outlined in section 1.0 without the approval in writing for such delay from the Department of Housing, Residence Life & Conference Services, which approval may be withheld in the absolute discretion of the College.
- B. The resident withdraws academically from the College.
- C. The resident becomes academically ineligible to continue at the College.
- D. A change in the student status of the resident from full time to part time.

- E. Resident fails to pay when due the installments of the Residence Fee schedule, as outlined in section 1.0.
- F. The resident fails to pay any other monetary obligations as provided for herein.
- G. The resident breaches any provision of the Residence Contract or the Residence Community Standards.
- H. The Department of Housing & Student Life bars a student from living in residence.
- I. A student elects to not accept the room as assigned.

**4.2 Cancellation of Residence by a Student before Move-In:** A student who wishes to cancel their application for residence on or before August 26, 2011 must notify the Department of Housing & Student Life in writing. This notification may be faxed to the attention of Residence Admissions at (705) 730-5558. Please note the application fee of \$50 is a non-refundable fee.

September to April Applicants	
Date Written Cancellation Received	Refund/Charges
If cancellation on or before June 24, 2011	No charge
If cancellation received between June 25 and Aug 26, 2011	Refund of full fees paid minus \$500 Admin Fee
Cancellations after Aug 26, 2011 and still attending Georgian College	Responsible for full fees until replacement found. See 4.4
Cancellations after Aug 26, 2011 and withdrew from Georgian College	Responsible for all residence fees until official residence withdrawal plus 60 days of residence fees. See Section 4.5 for full details.

Winter Semester Applicants	
Date Written Cancellation Received	Refund/Charges
If cancellation on or before December 16, 2011	No charge
If cancellation received between December 17, 2011 and January 3, 2012	Refund of full fees paid minus \$500 Admin Fee
Cancellations after January 3, 2011 and still attending Georgian College	Responsible for full fees until replacement found. See 4.4
Cancellations after January 3, 2011 and withdrew from Georgian College	Responsible for all residence fees until official residence withdrawal plus 60 days of residence fees. See Section 4.5 for full details.

**4.3 Cancellation of Residence by a Student:** A student, who wishes to withdraw from residence for any reason after move-in day, as defined in section 1.0, is required to complete a residence withdrawal form and return the completed form to the Department of Housing & Student Life immediately.

**4.4 Financial Obligations of Student on Early Termination or Cancellation When Still a Registered Student:** In the event of early termination by the College or cancellation by the student any time after August 26, 2011, the student shall remain responsible for his/her full year's Residence Fees and is placed on a refund waiting list in the order of the date of withdrawal. When a new student is admitted to residence, a refund is processed for the first student on the refund waiting list. Eligible refunds are calculated on a pro-rated basis minus a \$500 admin fee. Any monies owing to residence or Georgian College will be deducted from any refund.

**4.5 Financial Obligations of Student on Early Termination or Cancellation When Withdrawing from Georgian College:** In the event of early termination by the College or cancellation by the student any time after August 6, 2011 (January 3, 2012 for Winter Semester Applicants) when the student has also withdrawn from Georgian College, the student is responsible for all residence fees up to and including the date the student officially withdraws from residence and complete the checkout process, plus an additional 60 days of residence fees. The student shall also be placed on a refund waiting list in the order of the date of withdrawal. If a new student is admitted to residence before the end of the 60 days that would make the student eligible for a refund greater than what he/she received, a refund will be calculated on a pro-rated basis minus a \$500 admin fee. If there are less than 60 days remaining in the student's residence contract, the student will be responsible for the full residence fees unless a suitable replacement is found that would make the student eligible for a refund; a refund will be calculated on a pro-rated basis minus a \$500 admin fee. Any monies owing to residence or Georgian College will be deducted from any refund.

**4.6 Vacating the Residence:** Any resident whose Residence Contract is terminated by the College shall vacate the residence within 48 hours of delivery of notice of termination by the College. The College reserves the rights to require the immediate vacating of the residence without notice by any resident should that resident's conduct represent a risk to the safety, security or well-being of other residents as determined in the absolute discretion of the College.

**4.7 Items Left Behind:** Property left in residence longer than 48 hours after the student has vacated is considered to be

abandoned and will be disposed of. The College and the Department of Housing & Student Life is not responsible for mailing items back to the student and will not compensate the student for items that have been discarded. The Resident agrees to indemnify the Department of Housing & Student Life for any cost, damages, or other expenses arising out of or in any way connected with the disposal of items left behind by the Resident.

## **5.0 Residence Fees**

**5.1 Residence Payment Schedule:** All fees must be received by the Department of Housing & Student Life Office by the deadlines stipulated in Section 1.0 herein. Payments sent to other College departments, such as the Registrar's Office, may be deemed late and the student risks losing their Offer of Accommodation or spot on the residence waiting list. All payments must be made by VISA, MasterCard, certified cheque, money order, bank draft, cash, debit or paid directly at a financial institution. Invoices are not sent out and it is the applicant's responsibility to meet all payment deadlines. We do not defer payments while waiting for OSAP. We do not accept personal cheques. Applicants and residents may check their residence accounts online through the residence portal.

**5.2 Waitlist Applicants:** Applicants who are on the residence waiting list who reject an *Offer of Accommodation* will be removed from the waitlist. If the applicant wishes to be put back on the waitlist, he/she will need to reapply and submit an additional \$50 application fee and their name will be placed on the bottom of the waitlist. Additional residence room offers, after the initial round of offers, may be made any time. It is accordingly important to keep the Department of Housing & Student Life up-to-date with regard to your intentions of living in residence. Any student wishing to remove his or her name from the residence waiting list can do so by logging into the residence portal and cancelling their residence application.

**5.3 Pay Fees Promptly:** All fees payable under this contract must be received by the Department of Housing & Student Life by the applicable due date and may be paid by VISA, MasterCard, certified cheque, money order, bank draft, cash, debit or paid directly at a financial institution. Interest will be charged on overdue accounts at a rate of 1.5% per month together with a late payment penalty of \$65.00. An administrative charge of \$50.00 will be applied to any NSF cheques. In the event of default by a student in payment of any monies payable to the College under this Agreement on the due date and without prejudice to the right of the College to evict the student for such default, the College reserves the right to withdraw or terminate any services provided to the student hereunder including, but not limited to, GConnect, telephone service, voicemail and parking.

**5.4 Pay Tuition by Due Date:** Students who fail to pay their tuition by the due date outlined by the Registrar's Office may have their Offer of Accommodation revoked, may be removed from the Residence Waiting List, or may have their tenancy terminated.

**5.5 Community Deposit:** Part of the residence fee for each student will be a community deposit in the amount of \$200.00 payable as noted in section 1.0. This money will be applied, at the sole discretion of the College, to cover any costs associated with damage to the student's suite, common areas of their section or building and any other outstanding financial obligation of the student under this contract. The Department of Housing & Student Life reserves the right to require residents to pay for Community Damage charges that are billed throughout the year at the time they are billed and not deduct the charges from the Community Deposit.

**5.6 Residence Parking Fee:** An additional fee per semester can be paid by a student if they wish to gain access to the Residence Parking area. A limited number of spaces are available and as such space will be allocated on a first come, first serve basis. Residents purchasing a Residence Parking Pass agree to abide by all College Parking Rules and Regulations. Vehicles parked illegally or overnight in other campus lots risk having their vehicle towed or being fined. Residents who purchase residence parking, will receive a parking pass and a parking tag. The numbered parking tag must be hung from the rearview mirror and must be visible at all times.

**5.7 Room Switch/Change Fee:** A resident who applies for and is approved to switch to another room in residence is subject to a \$150.00 fee in order to cover cleaning and administrative costs.

**5.8 Residence Room Key:** Each resident will receive one (1) keycard upon check-in. Should a resident lock themselves out of their room, a temporary keycard will be programmed for a charge. After locking him/herself out three times, the charge will be increased on an escalating basis. Should a resident lose, or damage his/her keycard where it is no longer operable, a new keycard will be issued at a charge of \$25.

**5.9 Residence Mailbox Key:** Each resident will receive one (1) mailbox key upon check-in. Should a resident lose, or

damage his/her mailbox key where it is no longer operable, a new mailbox key will be issued at a charge of \$25.

**5.10 Delivery of Keys:** The resident agrees to deliver to the Department of Housing & Student Life their room key and mailbox key in proper working condition upon the completion of the term outlined in paragraph 3.1, upon withdrawal from residence by the Resident, or upon the Department of Housing & Student Life terminating the resident's contract pursuant to paragraph 4.1

**5.11 Residence Parking Card and Windshield Tag:** Residents who purchase a residence parking pass must return the parking pass and windshield tag upon check-out or upon cancelling their parking. Lost parking cards or parking cards that are not in operable condition are subject to a \$25 replacement charge. Lost windshield tags can only be replaced by completing and paying for a new parking contract, refunds will not be given on a previous parking contract.

**5.12 GConnect Reconnection Fee:** There is a weekly bandwidth limit on the GConnect (internet) service. If you exceed this limit, your GConnect service is automatically disabled. Every Thursday morning, all users GConnect service is automatically reset. Should a resident exceed their bandwidth limit and have their GConnect disabled, they can wait until the automatic reset or they can pay a \$25 reconnection fee to have it reset immediately.

**5.13 Withholding Marks/Diploma:** The College reserves the right to withhold the marks and /or diploma of residents until all financial obligations of the resident under this contract have been received by the College.

**5.14 Payee on Certified Cheque, Bank Draft or Money Order:** Please make out all Certified Cheques, Bank Drafts, or Money Orders to Georgian College.

## **6.0 Telecommunications**

**6.1 Equipment Included & Responsibilities:** Included in each bedroom are the following: a telephone with local service, network data connection port along with a data cable and a television with satellite service provided. Each resident is responsible for the use of this equipment and for the cost of repairing any damage. Residents are responsible for any costs required to modify their computer to be compatible with the College's network.

**6.2 Long Distance Calls:** Residents may make long distance calls from their room by using a calling card or prepaid calling card. Georgian College does not provide long distance service or long distance calling plans.

**6.3 Improper Use of Equipment/Service:** Each resident is responsible for the use of the telephone, cable and network connection and is prohibited from using, or permitting them to be used, for a purpose or in a manner that is contrary to applicable laws and College policy or that which could be interpreted as annoying or offensive under the Residence Community Standards. Abuse of these systems may result in termination of one or all of the services and may also result in consequences from the Residence Community Standards or charges before a court of law.

**6.4 Interruption of Service:** The resident acknowledges and agrees that the College shall not be responsible for any loss, cost or liability resulting from any interruption in delivery of telecommunication services to the resident, including, but not limited to, telephone, network and satellite service as provided herein.

**6.5 GConnect Service:** Each residence bedroom is provided with access to the internet (GConnect). In order to use this service, each user agrees to abide by all Georgian College Information Technology policies, and GConnect policies which are available for viewing on the College website. Residents are responsible for any costs required to modify their computer to be compatible with the College's network.

## **7.0 Facilities & Maintenance**

**7.1 Room & Suite Condition Form:** Each resident will be required to complete a Bedroom & Suite Condition Form upon arrival to his or her suite. The resident is responsible for completing the form accurately and submitting it to the Department of Housing & Student Life within 72 hours of move-in day. The form is kept on file by Housing & Student Life to compare the suite and room condition after checkout time at the end of this contract. Any changes to the physical condition of the suite or bedroom may result in additional charges to the resident. Residents that fail to submit their Bedroom & Suite Condition Form on time, accept the accuracy of the records maintained by the Department of Housing & Student Life

**7.2 Damage, Content Loss or Cleaning Costs:** Residents are financially responsible for any damage or losses to their room or its contents. Any damage, content loss or cleaning that is discovered and corrected throughout the year will be billed and is payable at that time.

**7.3 Joint Responsibility of Suite Common Area:** Both residents are jointly and severally responsible for damage or losses to their suite common areas or its contents. This includes any area outside a resident's personal bedroom, such as the kitchen or bathroom.

**7.4 Residence Common Area Damage Charges:** All charges for damage or extraordinary maintenance or janitorial services required for residence common areas shall be apportioned equally among the occupants of a section or the entire residence building, whichever is deemed appropriate at the sole discretion of the College. Residence common areas are any areas outside of the suites.

**7.5 Suite Cleanliness:** Residents are responsible for maintaining an orderly state in their entire suite during the term of this *Residence Contract*. Suites must at all times be reasonably clean and free from all refuse.

**7.6 Suite & Bedroom Inspections:** Residents agree to allow Housing & Student Life personnel to tour their entire suite on a monthly basis to review facilities and maintenance issues. Save and except in situations of emergency as determined in the absolute discretion of the College, the resident shall be provided at least 24 hours prior notice in writing of intent to inspect.

**7.7 Entering Suite for Maintenance/Repair:** Department of Housing & Student Life reserves the right to enter a suite and/or bedroom to repair or clean. Save and except in situations of emergency as determined in the absolute discretion of the College, the resident shall be provided at least 24 hours prior notice of intent to enter for any such repair or cleaning. A resident submitting a work request form is deemed to have given permission for Department of Housing & Student Life to enter the suite to effect repairs without providing 24 hours prior notice.

**7.8 Suite Tours:** During the Fall Study break, at the conclusion of the Fall semester in December, during the Winter Study break and after the residence has closed, the College reserves the right to enter suites for the purpose of conducting repairs, closing windows, checking appliances or equipment, reducing heat, ensuring vacancy and inspecting physical conditions.

**7.9 Responsibilities for Damage or Mess to Residence Common Area:** Each person that caused or contributed to the creation of a mess or damage in a common area (defined as any area outside a suite) is responsible for cleaning the area immediately. Failure to clean the affected area will result in the person(s) responsible being charged for a cleaning service to return the area to an acceptable condition. If the persons responsible are not determined, the students occupying the surrounding suites or the entire residence population, in the discretion of the College, will be charged for the cleanup. The Residence Students' Council or a committee with resident input may be used to determine consequences for this damage or mess to the residence common area(s).

**7.10 Move-Out Condition:** The Resident agrees to leave their Suite in a condition that is equal to or better than the condition when they moved in. All items in the Suite must be returned to their original placement or the Resident is subject to an extra labour charge on their residence account.

**7.11 Move-Out Inspection:** Towards the end of the contract term or at the time of submitting a Residence Withdrawal Form, residents will have the opportunity to schedule a move-out inspection with a Residence Assistant (RA) for the purpose of reviewing the physical condition of the Resident's Room and common areas of the suite. The inspection must coincide with the time a Resident is moving out and the inspection can *ONLY* be performed once all of the Resident's personal belongings have been removed from the suite. The purpose of this inspection is to provide the Resident with the opportunity to understand what damages they may be responsible for. A final inspection of each suite is conducted by the General Manager or one of the maintenance staff after a resident has moved out and before the room is occupied by another individual. The final inspection by the General Manager or the maintenance staff is compared to the Check-In Room Condition Inventory completed by the resident and charges are assessed based on the sole opinion of the Department of Housing & Student Life. In cases where the resident vacates the premises without following the proper checkout procedures, a staff member will complete the Room & Suite Condition form without the resident present. In these cases the resident agrees that the Room & Suite Condition form as completed by the Residence Life staff member is accurate and binding. Invoices for damage, losses, additional cleaning or maintenance will be compiled shortly after that time and deducted from the Community Deposit submitted by each resident. Unused monies in the resident's Community Deposit will be sent to the address of that resident on file in the Banner Student Information System at the

conclusion of the residence facilities review process.

**7.12 Removing Items From Room:** All furniture and equipment found in the suite must remain in the suite for the entire term as specified in 3.1 or the resident is subject to a labour charge and/or replacement charge on their residence account.

**7.13 Renovations and Construction:** The College reserves the right to conduct renovations or begin construction activities on the residence building or near the residence building at any time of the year. Every reasonable effort will be made to consult and advise residents of the renovations and/or construction activities

**7.14 Repair and Replacement Charges Guide:** A guide listing the typical repair and replacement charges can be found online at <http://georgianc.on.ca/residence>. This guide lists the typical prices charged, but is subject to change based on changing costs of equipment, labour, availability of supplies, time of repair, extent of damage, etc.

## **8.0 Residence Community Standards & Student Responsibilities**

**8.1 Documents Governing Conditions, Guidelines & Policies:** Each resident is responsible for abiding by the conditions outlined in the Residence Contract and Residence Community Standards as well as the other applicable College and department policies and laws. Copies of the Residence Contract and Residence Community Standards are available from the Department of Housing & Student Life as well as on our website at <http://georgianc.on.ca/residence>

**8.2** Residents are responsible for ALL aspects of behavior of their guest(s). Any person invited or admitted by a resident into the residence is considered to be a guest of that resident.

**8.3 Support and Prevent Breaches to the Standards:** Each resident agrees that he or she will not directly or indirectly cause, or fail to take reasonable steps to prevent, a breach of the terms and conditions outlined in the Residence Community Standards.

**8.4 Act Safe and Responsible:** Every student is expected to act in a responsible manner so as not to compromise his or her own safety or endanger the health and safety of others. The College reserves the right to determine what constitutes unsafe practices.

**8.5 Excessive Needs:** Students who exhibit needs beyond what Housing & Student Life is reasonably able to provide or expectations and needs that exceed Housing & Student Life resources may face the following consequences, but not be limited to: eviction from residence or be prevented from re-applying to residence. The actions taken are done so at the sole discretion of the College.

**8.6 Notifying Parents/Guardians:** Any correspondence sent to a student under the age of 18 relating to a breach in the Residence Community Standards or Residence Contract may also result in a copy being sent to their parents or legal guardian by way of mail to the permanent address on record.

**8.7 Entering Rooms in Emergency Situations:** The resident acknowledges that by signing this contract, the resident authorizes the Department of Housing & Student Life or emergency or Police personnel may enter their suite/room without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity with the suite/room.

**8.8 Notifying Emergency Contact:** The Resident acknowledges that by signing this contract the Resident authorizes the Department of Housing & Student Life to contact the Resident's emergency contact in the event an emergency situation, as determined in the sole discretion of the Department of Housing & Student Life.

## **9.0 Room Assignment**

**9.1 Room Assignment:** The Department of Housing & Student Life assigns students to rooms and students are not guaranteed their choice of room or roommate.

**9.2 Reassignment:** Residents may be reassigned at any time if in the sole opinion of the Department of Housing &

Student Life a room change is necessary. The Department of Housing & Student Life has the responsibility to reduce losses in revenue and minimize expenses by filling vacant rooms during the year or relocating residents to another location to consolidate rooms. Thus, residents must be prepared to welcome a new person to their suite or be relocated to another suite any time a vacancy exists. When a vacancy exists that cannot be filled, the empty bedroom will be locked and no access will be granted to the remaining resident.

**9.3 Room Changes During Academic Year:** Residents must receive written permission from the Residence Life Manager to change or switch rooms. Forms can be obtained from the Front Desk to initiate a room change, but the Residence Life Manager has the authority to grant or deny such a request. To allow sufficient time for roommates to develop an understanding of each other and their surroundings, no room change requests will be granted during the first 21 days that roommates are matched up.

**9.4 Subletting & Guest Limitations:** Residents are prohibited from subletting, or allowing other people to live in their residence room. Residents may host a maximum of 2 guests at any one time and residents are entitled to host their guest(s) to a maximum of eight (8) "guest" nights per calendar-month (one guest staying one night shall constitute one "guest night"). Hosts must also have obtained permission from their suite-mate within a reasonable time frame prior to the arrival of a guest(s). The Department of Housing & Student Life may from time to time restrict or prohibit guests during certain dates.

## **10.0 General**

**10.1 Headings:** Headings appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.

**10.2 Providing Notice to Residents:** Any notice required to be given to a student hereunder shall be deemed to have been properly delivered by delivery of such notice to the student's mailbox or by way of posting such notice on the entry door to the suite occupied by such student, or by email sent to their Georgian Student email account.

**10.3 Indemnity:** The student covenants agrees to keep Georgian indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the use or occupancy of the residence facilities or occasioned by or arising from the act, default or negligence of the student or his or her guests, and the student agrees that the foregoing indemnity shall survive the termination of this contract.

**10.4 Severability:** In the event that any portion of this contract is found to be unenforceable, the remainder of the contract shall stand.

**10.5 Residence Community Standards:** The student hereby acknowledges receipt of a copy of the Residence Community Standards or has viewed the same information on the Housing & Student Life website at <http://georgianc.on.ca/residence>

**10.6 Questions to be Addressed before Signing:** Each student is responsible for seeking out clarification of any information that is not understood in the Residence Contract and Residence Community Standards BEFORE he or she signs below. Questions may be directed to the Department of Housing & Student Life by phoning 705-730-5600, sending an email to [housing@georgianc.on.ca](mailto:housing@georgianc.on.ca) or stopping by our office on campus.

**10.7 Understanding the Terms and Conditions of Contract:** The student's signature on the Residence Contract indicates that all of the terms and conditions within the Residence Contract are understood. The student also agrees to be bound by the items outlined in the Residence Contract and Residence Community Standards as a condition of applying to residence at Georgian College.

**10.8 Students Under the Age of 18:** Where the student is under the age of 18 years, this Residence Contract must be signed by the parent or legal guardian of the student. The undersigned parent or guardian of the student hereby acknowledges full responsibility and liability for all covenants and obligations of the student as provided for in this contract including, but not limited to, payment of all fees.

**10.9 Application of the Residential Tenancies Act:** The resident hereby acknowledges that the occupation of a unit in the residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c. 17 as amended from time to time.

**10.10 Security Cameras:** The resident hereby acknowledges that security cameras are located in various locations in and around the residence as well as on the campus. The security cameras are installed to help increase the safety and security of residents and the building. Information captured on the security cameras may be used and/or displayed in public areas to help in identifying individuals and/or as evidence of residents or guests violating the residence community standards.

**10.11 Personal Property:** Georgian College and the Department of Housing & Student Life are NOT responsible for a resident's personal belongings/items inside any area of the residence or on College property. It is strongly recommended that the Resident obtain their own insurance coverage for their personal articles effective for the duration of their residency.

**10.12 Gender/Plural:** Words used herein in the singular number include the plural and vice versa. Words importing the neutral, masculine or feminine gender include the other genders.

**10.13 Entire Contract:** The Resident agrees that this Contract includes the Residence Community Standards and any Appendices attached hereto and/or referred to in this Contract, and that this Contract supersedes and takes the place of any and all previous Contracts and representations of any kind, written or verbal, made previously. To the extent that there is any discrepancy between matters both in this Contract and any other College publication or agreement, the Provisions of this Contract shall prevail.

**10.14 Communicate by E-mail:** The Department of Housing & Student Life conducts its correspondence with you by e-mail. Your College student email address will be used for all correspondence. This address is considered your official address for communication with the College. **It is your responsibility to check your College email account regularly.**

**10.15 Information Sharing with Elections Canada:** In the event a federal, provincial or municipal election is called while a resident will be living in residence, a resident's applicable personal information will be provided to Elections Canada in order to establish an accurate voter's list.

**10.16 Permission to Publish Images:** The resident hereby gives Georgian College and the Department of Housing & Student Life permission to publish and/or display in various College publications and the College web site photos, images and/or video of the resident for the purpose of promoting Georgian College and the Department of Housing & Student Life.

**10.17 Freedom of Information and Protection of Privacy Act:** Pursuant to Section 39 (2) of the Freedom of Information and Protection of Privacy Act, you are hereby notified that personal information relating to you is being collected for the purposes of processing your application to residence, including matching you with a suitemate. Information captured on security cameras located in and around the residence or on-campus may be used to identify individuals who have violated the residence community standards. This information is being collected under the legal authority of the Ontario Colleges of Applied Arts and Technology Act, 2002, S.O. 2002, c. 8, Sched. F. For further information about the information requested in this application or the purpose for which the information will be used, contact the General Manager of Housing & Student Life at 703-5600 extension 7050; for more information about Freedom of Information, please contact the Freedom of Information Coordinator at 728-1968 extension 1633.

I wish to pay my residence fees using:       Option 1 (See Appendix 1 for details)

Option 2 (See Appendix 1 for details)

I understand that if I choose Option 2, there is a \$75 non-refundable deferral fee. I further understand that should I miss a payment according to the schedule as described in Appendix 1, that I risk having my offer of accommodation revoked.

Before signing this contract, please make sure you have read, understood and sought clarification to any questions you may have about this contract. This contract is divided into 10 general sections with headings which are listed below for your convenience:

- 1.0 Important Dates
- 2.0 Residence Admissions Process & Conditions
- 3.0 Contract Term
- 4.0 Cancellation and Early Termination of the Residence Contract
- 5.0 Residence Fees
- 6.0 Telecommunications
- 7.0 Facilities & Maintenance
- 8.0 Residence Community Standards & Student Responsibilities
- 9.0 Room Assignment
- 10.0 General

This Residence Contract is duly executed by the student and, where the student is under the age of 18 years, the parent or legal guardian of such student on the date as hereinafter indicated.

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(Signature of student) Date

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(Signature of Parent or Guardian where student under the age of 18) Date

Please **clearly print** the following information in the space provided:

Student Number		Date of Birth	(YYYY/DD/MM)
Last Name			
First Name		Gender	
Email Address		Cell Phone #	

PLEASE RETURN A SIGNED COPY OF THIS PAGE TO:

Residence Admissions  
 Department of Housing & Student Life  
 Georgian College  
 101 Georgian Drive  
 Barrie, ON L4M 6Z5  
 Fax (705)730-5558

## APPENDIX 1 RESIDENCE FEE PAYMENT SCHEDULE

### September 2011 – April 2012

<b>OPTION 1</b>		
<b>DUE DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
June 3, 2011	1 <sup>ST</sup> installment (includes \$200 community deposit and \$45 Residence Council Fee)	\$3,192
September 21, 2011	Final installment	\$2,947
<b>TOTAL</b>		<b>\$6,139</b>

<b>OPTION 2</b> ( <i>Only available for offers of Accommodation made on or before July 6, 2011</i> )		
<b>DUE DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
June 3, 2011	1 <sup>ST</sup> installment (includes \$200 community deposit; \$45 Residence Council Fee; and \$75 non-refundable deferral fee)	\$575*
July 1, 2011	2 <sup>nd</sup> installment	\$1,346
August 1, 2011	3 <sup>rd</sup> installment	\$1,346
September 21, 2011	Final installment	\$2,947
<b>TOTAL</b>		<b>\$6,214</b>

\*Includes a \$75 non-refundable deferral fee.

### January 2012 – April 2012

<b>OPTION 1</b>		
<b>DUE DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Nov 28, 2011 or date stated in offer letter	Total Residence Fees (includes \$200 community deposit and \$45 Residence Council Fee)	\$3,192
<b>TOTAL</b>		<b>\$3,192</b>

<b>OPTION 2</b> ( <i>Only available for offers of Accommodation made on or before December 16, 2011</i> )		
<b>DUE DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
November 28, 2011	1 <sup>ST</sup> installment (includes \$200 community deposit; \$45 Residence Council Fee; and \$75 non-refundable deferral fee)	\$575*
December 19, 2011	2 <sup>nd</sup> installment	\$1,346
January 23, 2012	Final installment	\$1,346
<b>TOTAL</b>		<b>\$3,267</b>

\*Includes a \$75 non-refundable deferral fee.