

### **Section 1: Preamble**

This document outlines the terms, conditions and responsibilities of Nipissing University students living in residence [“the Resident”] and governs the relationship between students who complete the residence application and Nipissing University [“the University”].

This contract and the operation of the Residences [Chancellors House, Founders House, Townhouse Residence Complex, and Governors House] will be administered on behalf of the University by Residence Administration.

### **Section 2: Eligibility**

1. Only students who are actively enrolled in full-time studies as defined by the Office of the Registrar or other relevant university policy, or are fully or conditionally accepted into the University may apply for and live in residence. Should an applicant’s status with the University change to inactive, denied, or revoked while they are applying for residence or after they have received their Residence placement their application will be cancelled and their initial payment will be reversed, less the applicable deposit and application fee.
2. Priority for admission to residence will be given to new applicants and returning residents who are full time students. Returning residents are not eligible to apply if they have outstanding unpaid residence charges or are subject to an order barring them from Residence.
3. The resident is responsible for notifying Residence Admissions of any changes to their academic status that may affect their eligibility for Residence as outlined above. This notification must be in writing and must be received in the Residence Admissions office. If a resident is not able to maintain eligibility as defined above, the resident will be required to withdraw from residence per section 10 of this contract.

### **Section 3: Term of Contract**

1. The contract period commences on the date that Residence Admissions receives the Residence Application and terminates at the departure date for the second semester (see section 5) or for one semester contracts, the departure date of that specific semester.

### **Section 4: Relative to Academic Semester Contracts**

1. The University may, in its sole discretion, permit contracts for one semester only in certain circumstances including but not limited to where:
  - a. Applicants who were not in Residence in the preceding Fall semester but wish to apply for Residence for the Winter semester;
  - b. Applicants who are registered in an academic program in which the Winter semester takes place off-campus [ie. teaching placement, practicum placement, co-op program work-term, University operated study abroad, or exchange program]
2. The University may, in its sole discretion, permit contracts for a six-month term to those applicants who are enrolled in the second year of the two year Bachelor of Education Consecutive program to reflect their year 2 schedule in which classes conclude in February. In order to qualify for this term the student must have resided in Residence during their first year of their Consecutive Bachelor of Education program. If they did not live in Residence during the first year of the program, they are still able to live in Residence for year 2; however they will remain financially and contractually obligated until the end of the academic term.

### **Section 5: Duration of Occupancy**

1. Rooms may only be occupied during the periods specified below.

First Semester Entry Date: August 29, 2020 or 24 hours prior to academic program commencement, whichever is later.

First Semester Departure Date: December 18, 2020 or 48 hours after the resident’s last

confirmed on campus December Exam, whichever comes first. Once exams are completed residence will close for the duration of the December break.

Note: Residents may leave their belongings, but the premises must be vacated during the December closure period.

Second Semester Entry Date: January 2, 2021 or 48 hours prior to academic program commencement, whichever is later.

Second Semester Departure Date: April 30, 2021 or 48 hours after the resident's last on campus Spring Exam, whichever comes first.

2. Residents may apply to Residence Admissions for permission to arrive prior to the entry dates, and/or to extend occupancy beyond their final exam. No residents may arrive prior to August 15, 2020. Requests for permission to arrive prior to the entry dates, and/or extend occupancy beyond the residents final exam are subject to approval by Residence Administration and are not guaranteed. No residents may stay in Residence past December 18, 2020 and/or April 30, 2021. Residents seeking to apply must contact Residence Admissions and submit the appropriate paperwork by the deadline.

### **Section 6: Room Assignment**

1. Residents are assigned to a room by Residence Administration. Only the Residence Administration may make room assignments and approve room changes.
2. While every effort will be made to accommodate preferences in Residence, and/or suite-mates or house-mates, Residence cannot guarantee a resident's preferences will be met. Failure to meet a resident's preferences does not absolve the resident from any obligations contained within this document, and the Residence Community Living Standards.
3. Applicants who wish to have their residence or room preference considered in light of special circumstances including medical grounds must submit the Residence Accommodation Form found under *Applying for Residence, General Information* at <https://www.nipissingu.ca/residence>, together with all applicable supporting documentation by the deadline indicated on the form.
4. Rooms are provided only for the resident to whom they are assigned and may not be sold, loaned, sublet or transferred.

### **Section 7: Changes in Room Assignment**

1. Changes by Residence Administration
  - a. Residence Administration reserves the right to move residents from one Residence to another (or to another room) if it is deemed by Residence Administration to be in the best interests of the resident and/or the Residence community.
  - b. Residence Administration has a responsibility to reduce losses in revenue by filling vacancies that may occur throughout the year. Residents must be prepared to welcome a new suite/housemates in the event that a vacancy occurs in a suite/house. Similarly, if vacancies remain unfilled, Residence Administration may need to consolidate rooms. Residence Administration may affect consolidation when necessary by requiring a resident to accept a new roommate or move to a new room. In some circumstances, and at the discretion of Residence Administration, a resident may be permitted to remain in their room for an additional fee. Advance notification will be given to those residents affected.
  - c. Residence Administration, at its sole discretion, may change the Residence or room assignment of a resident who is subject to disciplinary action or whose behaviour is deemed to threaten the health and safety of other Residents.
  - d. Residence Administration reserves the right to make assignments, provide alternate arrangements or substitute services as necessary in the event of an emergency.

2. Changes by Resident
  - a. Once assigned, a resident is not permitted to change their Residence or room assignment without prior written permission from Residence Administration.
  - b. If a new Residence or room assignment is approved, the Resident charged a \$300.00 fee to cover cleaning and administrative costs, and their fees may be adjusted to reflect the new Residence or room assignment.

### **Section 8: Waitlist Assignment**

1. Should Residence reach full capacity after the June 1, 2020 application deadline a waitlist will be in effect. Applicants who complete their application after June 1, 2020 and have paid their deposit will be placed on the waitlist by the date their application was completed.
2. Applicants may cancel their position on the waitlist at any time before a room is offered by Residence Admissions and receive a refund of \$100 from the initial deposit. All cancellations must be received in writing. Once a room has been offered by Residence Admissions, applicants are no longer able to cancel from the waitlist.

### **Section 9: Residence Fees**

1. Residence fees are normally established no later than the end of June, for the following academic year starting in the First semester outlined in section 5. Residence fee payment amounts and deadlines are outlined in the Residence Rate Schedule found at [www.nipissingu.ca/residence](http://www.nipissingu.ca/residence).
2. Academic results, or other documents, will be withheld from any resident who is in arrears of their Residence fees or who have not paid any damages to the premises occupied by them or for loss or damage to the contents therein.
3. When Residence fees fall into arrears, the resident must vacate Residence within 48 hours of receiving such notice from Residence Administration unless arrangements satisfactory to the University are made by the student. Payment of arrears of Residence fees, after notice of termination, shall not be deemed as an automatic waiver of the termination notice. Resident contracts that have been terminated as a result of arrears of Residence fees will have to speak with Residence Administration before reinstatement of occupancy. Interest will be charged on residence fees in arrears at the rate of 10% per annum calculated from the due date of such fees and shall be payable by the student by way of liquidated damages and not as a penalty.

### **Section 10: Withdrawal & Termination from Residence**

1. Residents who withdraw from residence for any reason whatsoever during the academic year are required to give immediate written notice to the Residence Administration. Students who withdraw from residence for any reason after the first day of classes will continue to be responsible for the payment of all residence fees for the full term of this agreement, unless they no longer meet the eligibility criteria as outlined in section 2 or a new resident who is selected by Residence Administration and is not already residing in residence enters into a Residence Contract for the specific assigned residence space. There is no guarantee that Residence Administration can re-fill a space when a resident withdraws or is removed from residence. If Residence Administration is able to find a suitable replacement for that vacancy, a prorated refund will be paid to the former-resident, effective of the date that the occupancy was filled.
2. Residents who are unable to continue living in Residence due to exceptional circumstances beyond their control may submit a written application, along with any applicable supporting evidence, to the Manager, Residence Life for a pro-rated refund of their Residence fees. The Residence Office must receive the application within thirty (30) days of the students' withdrawal from Residence. Such applications will be considered and determined by the Manager, Residence Life.
3. Residents who no longer meet eligibility as outlined in section 2, whether voluntarily or not, must terminate their residency within 48 hours. A prorated refund will be paid to the resident, effective the date that the resident completes the Residence withdrawal form and returns keys/access card. Residents who are appealing their academic standing or are appealing a student conduct related decision are not required to vacate Residence pending the result of their appeal, provided the student obtains permission from Residence Administration.

4. Residents who withdraw or are required to leave residence for any reason will be assessed a \$300.00 administrative fee.
3. In order to protect the welfare of all residents, residence property, equipment and the reputation of the residence system and the University, the University reserves the right to terminate this residence contract with any resident. Further, the University may terminate this contract at any time if such a termination is determined to be in the best interest of the University. Any student that is asked to leave residence must do so within 48 hours (or earlier if the situation warrants it per the discretion of Residence Administration). Residents whose residence contracts have been terminated will continue to be responsible for the payment of all residence fees unless a new resident, who is selected by Residence Administration and is not already residing in residence enters into an occupancy agreement for your residence space. There is no guarantee that Residence Administration can re-fill a space when a resident withdraws or is removed from residence. If Residence Administration is able to find a suitable replacement for that vacancy, a prorated refund will be paid to the former-resident, effective of the date that the occupancy was filled.

### **Section 11: Keys & Fobs**

1. Residence will provide to the resident a set of keys and fob (where applicable) for access to the Residence and assigned room on the residents move in day.
2. Residents will be responsible for safe keeping of the keys and must report all lost or stolen keys to the complex Residence office immediately.
3. In cases where a resident has lost keys/fob or has had their keys/fob stolen, the resident will be financially responsible for the replacement and lock change 24 hours after the keys/fob were lost or stolen.
4. All residence keys/fob must be returned when the resident vacates the room. If a key/fob is not returned, the room will be re-keyed and the resident will be charged for the replacement of the lock and key/fob.
5. Residents are prohibited from duplicating residence keys/fob.

### **Section 12: Facilities and Maintenance**

1. All residents will complete both a Residence Common Area Inventory and a Residence Room Inventory upon their arrival. These forms will be kept on file until the student vacates the residence. A damage assessment will be completed after the student's departure from residence.
2. Residents are responsible for damages to their living/study areas and for all furnishings provided to them. All residents are jointly responsible for the cost of damages to public areas of the residence. Such damages, particularly to common areas and hallways, will not be completely assessed until after the last residents have left at the end of the contract period.
3. Each resident is responsible for the proper use of the telephone, cable and internet connection and is prohibited from using, or permitting others to use, for a purpose or in a manner that is contrary to applicable laws and University policies. Acceptable use policies can be found at [www.nipissingu.ca](http://www.nipissingu.ca).
4. Use of nails, tacks, tape or adhesive hooks on any surface in residence rooms that results in damage(s) will be charged to the resident(s) assigned to the space. Residents may use LePage's blue Fun Tak poster putty.
5. Residents may not paint or alter the nature of their room or furnishings or remove the furnishings from their room. Residents may not remove common area furniture from their assigned locations.
6. Residents are expected to maintain a standard of cleanliness in their rooms. Garbage and recycling must be disposed of in the areas provided.
7. During the December break rooms/suites/houses will be entered for the purpose of closing windows, checking appliances and/or equipment, checking temperature

controls, reducing heat, inspecting physical conditions and conducting repairs where necessary.

8. The resident accepts that construction of new buildings, adjacent to the existing residences, may, from time to time, cause disruption for some or all residents.
9. At the end of this contract residents must leave their rooms and suites or houses in clean, neat condition, with original furnishings intact and arranged in their original position. Failure to comply may result in appropriate clean-up and maintenance charges being assessed to the resident.
10. Any items left behind after a resident has moved out of the Residence will be deemed to have been abandoned by the resident. Residence Administration will discard any items left behind by the resident after the end of the term specified in section 3, the withdrawal by the Resident, or the termination of the contract. This includes items confiscated and temporarily held by Residence Administration. The student will be assessed a minimum cost of \$20 for the removal of the items.
11. Residents must notify the Residence Maintenance immediately regarding pest control issues on University property. Failure to take immediate action may result in the resident being charged for damages, repairs, and/or services. The Resident will follow all University instructions in order to eradicate pests. Additionally, in some cases the resident will not be relocated as this may result in pests being carried to a new room. The resident will not receive a refund of residence fees.

### **Section 13: Safety, Personal Responsibility, and Student Conduct**

1. It is the responsibility of each resident to read, understand, and abide by University policies and regulations, the Code of Students' Rights and Responsibilities, the Residence Community Living Standards, and the Residence Contract. Failure to comply could result in consequences included but not limited to termination of the Residence Contract.
2. Residents must abide by and respect all federal, provincial, and municipal laws while living in residence.
3. The following are not permitted in or about Residence or resident's rooms: open flames, firearms and/or ammunition, toy firearms, replica firearms or those using compressed gas or other weapons, fire crackers or other explosives, halogen lamps, deep fryers, barbecues, exterior radio and television aerials or satellite dishes, subwoofers, amplified instruments, wireless routers, and pets.
4. In order to assist with safety and security, residents are required to have a current University I.D. card and to produce such I.D. and their Key when requested by any University employee, including student employees of Residence Life.
5. The Residence Community Living Standards prohibits the possession, use, or sale of all illegal drugs, controlled substances or drug paraphernalia within the residence or on the grounds immediately around the residence. Any resident who violates this policy can expect disciplinary sanctions, which may include termination of the Residence Contract, and their case may be referred to the police.
6. All residents and guests to the residences must adhere to the Liquor License Act of Ontario. The Residence Community Living Standards prohibits the consumption of alcoholic beverages by those under the age of nineteen (19), and in common areas in the residence (e.g., hallways) and on the grounds outside of the residence, the brewing of alcoholic beverages, large volume containers (e.g., kegs) and drinking games and/or unsafe drinking practices.
7. All fire safety equipment provided in the residence is for use in the event of a fire and is not to be tampered with or used under any other circumstances. Failure to abide by these expectations may result in criminal charges.
8. Residents must use only Canadian Standards Association (CSA) or Underwriters Laboratories (UL) certified electrical equipment, and may be inspected at any time by Residence Maintenance.

9. The University will not be liable, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water or other causes (eg. loss of utilities). Residents are strongly advised to obtain personal insurance against such losses. The University does not purchase such protection for Residents personal property. Residents can often obtain coverage through a “rider” on the family’s tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the resident. There is no reduction to residence fees or charges or any other compensation for any such direct or indirect loss, theft, damage, destruction, inconvenience, injury, discomfort (including as a result of labour disruption). Residents shall ensure they have sufficient personal insurance to cover any damage to or loss of belongings or personal injury to them and their guests.
10. Residents must take positive steps to ensure their safety by locking room doors and ensuring that only authorized persons enter their Residence complex, suite and/or house.

#### **Section 14: General**

1. The Residence Administration reserves the right for its authorized representatives to enter resident rooms for the following reasons: when there is reasonable cause to believe an emergency situation has arisen, when there is reasonable cause to believe that university regulations are, and/or the law is being violated, for housekeeping purposes, repairs or maintenance, to ensure safety and hygiene standards are being met, and/or to determine occupancies and vacancies.
2. Residence Administration reserves the right to amend this residence contract and introduce new rules and regulations during the currency of this contract.
3. Residence Administration reserves the right to affect such steps as are necessary for the safety, security and wellbeing of the residents, or to preserve residence property.

Rules and regulations pertaining to the usage of any University residence and the conduct of its occupants are formulated by the Residence administration. As the living accommodation is provided by Nipissing University to its students, all major questions relating to the living accommodations are decided after consultation with a council within the residence, and the living accommodations are not intended for year-round occupancy, the residences are exempt from the Ontario Residential Tenancies Act based on S. 5(g) of the Act.

By submission of my Residence Application through the online application system and indicating agreement to the terms and conditions, I confirm that I have agreed to the terms and conditions herein the 2020/21 Nipissing University Residence Contract.

#### **Protection of Privacy**

The information on this form is collected under the authority of the Nipissing University Act, 1992. It is related directly to and needed by the University to support your Residence room assignment, and is needed to follow up on any possible residence contract infractions. The information will be used for the follow up on any possible residence contract infractions and to process fines if necessary and will be disclosed to the Residence Staff. If you have any questions about the collection, use and disclosure of this information by the University, please contact the Manager of Residence Life, Nipissing University, 100 College Drive, Box 5002, North Bay, ON P1B 8L7, (705) 474-3450 Ext. 4855.

# NIPISSING UNIVERSITY RESIDENCE CONTRACT 2020-2021

## *Addendum*

### **A. Preamble**

1. This Addendum to the Nipissing University Residence Contract 2020-2021 (the “Contract”) is in response to a declared state of emergency in the Province of Ontario due to the Covid19 Pandemic (the “Pandemic”).
2. Nipissing University hereby amends the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”)
3. This Agreement is conditional on residences being open and operational for September 2020 and subject at all times to compliance with emergency orders and applicable public health guidelines.

### **B. Health and Safety**

1. In order to support the health and safety of Residents as a result of the Pandemic response, Residence Administration may, in accordance with University and/or Public Health guidelines, develop and require Residents to abide by certain requirements including but not limited to restrictions on guests, visitors from other areas of the residence or from outside of the residence, scheduled access to services, prohibiting access to common spaces not necessary for use by the resident etc. Failure to abide by these precautions will be deemed to be a breach of Residence Community Living Standards and may result in Termination of the Contract under section 10.
2. In order to support the health and safety of Residents as a result of the Pandemic response, Residence Administration may, limit students travel outside of residence, the municipality, province or country, or place restrictions on opportunity to return to residence after travel, or enforce requirements to isolate upon return to the residence community, in accordance with Public Health guidelines. Failure to abide by these precautions, if or when laid out will be deemed to be a breach of Residence Community Living Standards and may result in Termination of the Contract under section 10.
3. Residence Administration reserves the right to alter and update the terms of the Residence Community Living Standards, on an ongoing basis as required in order to prioritize the health and safety of residents and staff. When alterations or updates are made students will be provided notice. All Residence notices and communications are shared via students’ Nipissing University email account. Students are expected to maintain consistent attention to their student email account and should be reviewing email communications daily. All policy changes will take effect immediately or according to the timeline included at the time of communication, and where immediate in implementation will be considered enforceable 24 hours after notice is provided. Failure to abide by these precautions will be deemed to be a breach of Residence Community Living Standards and may result in Termination of the Contract under section 10.
4. In order to support the health and safety of Residents as a result of the Pandemic response, Residence Administration may, in accordance with University and/or Public Health guidelines, develop and require Residents to abide by certain requirements including but not limited to the wearing of face masks, physical distancing, etc. Failure to abide by these precautions will be deemed to be a breach of the Residence Community Living Standards and may result in Termination of this Contract under section 10.

### **C. Mandatory Room Reassignment**

1. In addition to the terms laid out in the main body of the Contract, Residence Administration reserves the right to relocate residents to another room or building within the residence based on risks associated with spread or exposure to communicable illnesses. When it is known that a resident has contracted a highly contagious communicable illness (for example, COVID-19, chicken pox, mononucleosis, norovirus, among others), and in consultation with Public Health officials, residents should return home for the duration of their recovery. Where this is not possible Residence Administration may require students, who have contracted such illnesses to temporarily vacate their permanent assignment for temporary assignment or be permanently relocated in the interests of the health of the residence community.

#### **D. Termination and Fees**

1. Due to the evolving nature and uncertainty of the COVID-19 global Pandemic, Nipissing University reserves the right to amend or terminate this Occupancy Agreement, or delay occupancy, at the University's option, in the event that: (1) the University determines, in its sole discretion, that it is prudent or necessary to do so for reasons of public health or resident safety, (2) the University is required or otherwise obligated by provincial, national or local public health determinations to alter or amend plans or timelines previously laid out, or (3) the University is required to keep residences closed by emergency order or North Bay Parry Sound District Health Unit Public Health guidelines. In such circumstances, Nipissing University will provide you with as much reasonable notice as is possible under the circumstances and either reduce your residence fees or refund you a prorated amount of any prepaid residence fees.
2. In the event that this Agreement is terminated, by Nipissing University, due to circumstances related to the Pandemic, fees will be refunded from the required departure date to the last day of classes as defined in the University's academic calendar on a prorated basis.