

St Michael's College Residence Agreement 2010-2011

I, (Last name) _____ (First Name) _____, the undersigned, hereby accept the offer of a space in the University of St. Michael's College Residence ("the College", or "St. Michael's College", or "SMC" or "the Residence", as the case may be), and agree to all of the following terms and conditions:

Academic Status: I agree that in order to occupy a space in the Residence, I must be registered as a full-time student at St. Michael's College, the University of Toronto, or enrolled in an equivalent academic program. Should I cease to be so registered, I agree to give immediate notice to the Dean of Students. In such an event, I will leave residence if deemed necessary by the Dean of Students.

Fees: I agree that on accepting this offer, I shall pay all fees for room and board, incidental fees and interest charges as outlined in the SMC Residence Fees Schedule, or when specified by the Dean of Students.

Term: I agree that my residence term ("term") runs between September 6th, 2010, and the earlier of (a) 24 hours after my last exam, or (b) the last day of exams on the Faculty of Arts & Science Calendar in December, and between January 9th, 2011, and the earlier of (a) 24 hours after my last exam, or (b) the last day of exams on the Faculty of Arts and Science calendar in April.

Withdrawal from Residence: In the event that I cancel my reservation prior to moving in and before August 15, 2010, I agree to forfeit \$300 of my deposit. I further agree that the entire \$600 deposit shall be forfeited by me should I cancel my reservation prior to moving in after August 15, 2010. In the event that I withdraw, or am required to withdraw, from the Residence after moving in, for any reason, prior to the end of term (as defined above), I agree that I am responsible for fees as follows: room and board for the number of weeks from Labour Day to the date my room is vacated and my keys returned; for all incidental fees in their entirety; and an early withdrawal charge that varies depending on the timing of my departure. The early withdrawal charge shall be structured as follows: (1) \$1000 for withdrawals between Labour Day and November 30, 2010; (2) \$1250 for withdrawals from December 1 – December 22, 2010; (3) \$1500 for withdrawals from December 23, 2010 – January 31, 2011; and (4) no refunds of Fees for withdrawals that occur from February 1, 2011 onwards. The terms of the early withdrawal charge, as stated above, will be applied to students who are evicted from the Residence for disciplinary related infractions. I agree that the early withdrawal charge is not a penalty but a pre-estimation of liquidated damages resulting from my early withdrawal from the Residence.

Meal Plan: I agree that the Meal Plan provided by the College is mandatory and that no refunds will be issued for missed meals. I acknowledge and agree that no meat will be served in the cafeteria on Ash Wednesday or Good Friday, and that no meals will be served over the Christmas holidays.

Room: I agree that my acceptance of this offer entitles me merely to the use of the space which is allocated to me by the Dean of Students in his sole discretion, and that the College will retain possession and control of such space during my occupancy. I further agree that the College is entitled to establish restrictions on my use of such space. The restrictions on my use of such space shall include:

- a) Compliance with the regulations established by the Residence, entitled "SMC Rules of Residence", and with the "SMC Residence Code of Discipline" and with the "SMC Residence Network Use Agreement" and with the "USMC Alcohol Code", and with the "University of Toronto Code of Conduct", as amended from time to time. (These documents are available from our website at www.utoronto.ca/stmikes/residence. To receive these documents by mail, please contact the Dean of Students.);
- b) Compliance with the orders, notices and directives of the Dean of Students and the Dons of St. Michael's College and with the rulings of any duly constituted residence disciplinary body;
- c) Compliance with the rules and regulations of the University of Toronto in force at any time and the directives of the University of Toronto and St. Michael's College security officers when issued in performance of their duties;
- d) The right of the Dean of Students to re-allocate rooms;
- e) The right of authorized College staff to enter my room at any time for maintenance and cleaning;
- f) The right of the Dean of Students and the Dons to enter my room at any time in order to ascertain compliance with residence regulations;
- g) The right of the Dean of Students to levy charges in the event of damage done to my room or its contents, or other College property, by myself or my guests;

- h) The right of the Dean of Students or Dons to levy charges or fines in the case of disciplinary action arising in relation to this agreement, or from the violation of the regulations established by the College;
- i) The right of the Dean of Students or Dons to confiscate or dispose of contraband materials that are found on College property.

I hereby disclaim and renounce any and all rights, claims, demands and causes of action of any kind or nature whatsoever that I may have against the College and the Collegium of The University of St. Michael's College ("the Collegium") and those for whom they are in law responsible, their successors and assigns, arising out of or connected with any enforcement or non-enforcement by the College or the Collegium of any of the rules, regulations and rights listed in paragraphs (a) through (i) above.

I agree that I shall not hold the College nor the Collegium and those for whom they are in law responsible, their successors and assigns, liable for any losses, causes of action, demands or other incidental, indirect, consequential, special or contingent damages, that I may incur or sustain arising out of, or in any way connected with my residency at the College; I agree to these terms regardless of the form that any losses or damages may take, whether or not the possibility of any such losses or damages reasonably could have been foreseen by the College or the Collegium, and whether or not any such losses or damages were the result of my failure to abide by the rules and regulations referred to in paragraphs (a) through (c) above, including, without limitation, theft, fire, howsoever caused, injuries, illness, or accidents to myself or my invitees, natural disasters, vandalism, or the failure of the College or the Collegium to enforce the aforementioned rules and regulations.

In consideration of the College accepting me as a resident, I hereby agree to indemnify and save harmless the College, the Collegium, and those for whom they are in law responsible, their successors and assigns, from and against all losses, liabilities, costs and expenses they may incur or sustain in respect of any demand, claim, action, suit or proceeding that is proposed or commenced against them, relating to or arising out of my failure to abide by the rules and regulations referred to in paragraphs (a) through (c) above, and the rules and regulations that are designed for the safety and protection of participants in athletics and intra-mural sports howsoever caused. This indemnity shall be binding upon my heirs, executors, administrators and legal personal representatives.

I further agree that should I use the SMC weight room, participate in athletics at the College, or in intra-mural sports on College teams or participate in athletics at College events on or off campus, that there are certain risks of injury that are inherent to participation in sports and recreational activities. These types of injuries may be minor or serious and may result from my own actions or the actions or inactions of others or a combination of both. I hereby warrant that I am physically fit should I choose to participate in such activities and understand that the choice to participate brings with it the assumption of those risks that are a part of athletic or recreational activities. Accordingly, I agree that the College, the Collegium, and those for whom they are in law responsible, their successors and assigns, shall not be liable for any injury to my person or loss or damage to my personal property arising from, or any way resulting from my participation in these activities.

I hereby consent to the University of Toronto or its affiliates releasing to the College, and further consent to the College receiving and reviewing for its purposes, my academic records in order that the College may verify my academic standing from time to time. As a resident over 18 years of age I also consent to the College contacting my emergency contact and/or next of kin in case of a medical crisis or critical situation.

I understand and agree that the failure to abide by any of the above terms and conditions is a breach of this Agreement and that in such an event, the College may, at its option and with notice, terminate my residency at St. Michael's College and I agree to vacate the premises with all of my belongings at the time specified by the College. I understand and agree that the College may notify other UofT residences about the termination of my residency and provide information concerning the circumstances. I have read the terms and conditions contained in this Agreement and agree to each and all of them.

Last Name

First Names

Signature

Date

Facsimile copies signed as indicated shall be binding as originals.

Please sign and return to: The Office of the Dean of Students, St. Michael's College, 81 St. Mary St, Toronto, ON M5S 1J4 Fax: (416) 926-2268. A copy of this agreement is available from our website at www.utoronto.ca/stmikes/residence. To receive this document by mail, please contact the Office of the Dean of Students.

If you are under eighteen (18) years of age, this document must be co-signed by your parent or legal guardian*:

In consideration of The University of St. Michael's College agreeing to accept the above-named student as a resident, the undersigned agrees as follows:

- (a) I am the parent/legal guardian of the above-named student; and
- (b) I will be responsible for and will assume all of the obligations and liabilities of the above-named student in relation to the foregoing Agreement.

Last Name of Resident

First Name(s) of Resident

Last Name of Parent/Legal Guardian

First Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Facsimile copies signed as indicated shall be binding as originals.

Please sign and return to: The Office of the Dean of Students, St. Michael's College, 81 St. Mary St., Toronto, ON, M5S 1J4. Fax: (416) 926-2268. A copy of this agreement is available from our website at www.utoronto.ca/stmikes/residence. To receive this document by mail, please contact the Office of the Dean of Students.

***Important Note to Parents / Legal Guardians:** St. Michael's College regards its residents as adults and respects their right to privacy. For this reason, the College will only contact parents in cases of medical crisis or emergency situations. Disciplinary issues, academic standing, withdrawal from courses or from the university, withdrawal or eviction from residence, and all other non-emergency situations cannot be discussed with parents or guardians without their son or daughter's prior consent.