

RYERSON UNIVERSITY

Residence Contract – August 2008 to April 2009

Preamble

This Contract governs the relationship between students accepting the Offer of Accommodation (the "Residents") and Ryerson University (the "University") in regards to the provision of accommodation in Pitman Hall, the International Living and Learning Centre ("ILLC"), and O'Keefe House (each a "Residence", and collectively the "Residences").

This Contract and the operation of the Residences will be administered on behalf of the University by Student Housing Services.

Residences are comprised of single rooms, double rooms, triple rooms, paired rooms, and rooms in an apartment-style layout. Each Resident will be assigned to a room (the "Room") by Student Housing Services, as more fully described herein.

This Contract is evidence of a Resident's acceptance of an Offer of Accommodation and must be returned to Student Housing Services in accordance with the conditions outlined in the correspondence from Student Housing Services.

1.0 Contract Term

- 1.1 **Term:** The 2008-2009 Residence Fees include a space in a Room from 9:00 AM on Move-in Day, as outlined in section 2.0 or in the student's Offer of Accommodation letter, until 12:00 NOON on April 25, 2009. The campus, including the Residences, will be closed to all persons during the Mid-year Break, as outlined in paragraph 1.2.
- 1.2 **Mid-year Break Closure:** During the Mid-year Break, as outlined in section 2.0, no food (for those Residents on the food contract), care-taking or other services will be provided. Residents **MUST** vacate Rooms during this period.
- 1.3 **End of Semester Check Out Time:** Residents will be required to vacate their Room and the Residence by 9:00 PM on the day of the Resident's last exam in the months of December and April. Check out time for students with no exams during the exam period is the last day of class at 9:00 PM. A Resident may seek permission to remain past this time by submitting a request on the appropriate form available from Student Housing Services at least two weeks before the exam period commences. Forms submitted late are subject to a late fee. Such request will be considered and determined by Student Housing Services in its absolute discretion. Residents granted an extension are subject to paying a per diem rate for extra time granted beyond a resident's last exam date.
- 1.4 **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 1.1.
- 1.5 **Limited to Term of Occupancy:** The Residence and the Room are not intended for year round occupancy. This Contract is solely for the provision of accommodation for the term stipulated in paragraph 1.1. A Resident may submit a Residence Application for a subsequent term or terms, but such application is not guaranteed on the basis of previous occupancy in a Residence.

2.0 Important Dates

- 2.1 **Important Dates for New Residents:** New Residents are those Residents who will be enrolled in courses at the University for the first time.

Date	Description
May 1, 2008	Residence Application process opens. Payment of \$400 is required for application to be processed (the "Initial Payment").
June 4, 2008	Last day to withdraw Residence Application and be eligible to receive \$350 refund.
June 4, 2008	Last day to submit Residence Application and Initial Payment in order to be considered in first round of Offers of Accommodation.
June 20, 2008	Last day to withdraw Residence Application and be eligible to receive \$200 refund.
June 27, 2008	First round of Offers of Accommodation & Wait List Offers e-mailed.
July 16, 2008	First installment of Residence Fees and signed Residence Contract and Response due.
August 8, 2008	Last day to withdraw Residence Application and not become financially responsible for the space in residence.
August 24, 2008	Move-in Day
November 10, 2008	Second installment of Residence Fees due.
December 14, 2008 @ 12 noon	Closed for Mid-year break.
January 5, 2009 @ 12 noon	Opening after Mid-year break.
May 1, 2009 @ 12 noon	Residence Closes

2.2 Selected Important Dates for Residence Life Staff Applicants: Residence Life staff applications are only available to students that have already attended a post-secondary institution. Students meeting this condition can apply for the Residence Advisor, Community Advisor, Academic Link and Senior Academic Link positions. Details regarding each position will be distributed according to the timeline below. Residence Life staff are expected to be positive role models in the Residence community and as such will be subject to a different selection process than new applicants. Residence Life staff are required to return to Residence earlier (as outlined below) in order to participate in training and to help with orientation activities. The added responsibilities are expected in order to promote role modeling, school spirit and the positive growth of the Residence community. See the position posting and contract for each staff position for further important dates, which includes, but is not limited to, move-in and training dates.

Date	Description
July 16, 2008	First installment of Residence Fees and signed Residence Contract & Response due.
November 10, 2008	Second installment of Residence Fees due.
December 14, 2008 @ 12 noon	Closed for Mid-year break.
January 5, 2009 @ 12 noon	Opening after Mid-year break.
May 1, 2009 @ 12 noon	Residence Closes.

2.3 Selected Important Dates for Floor President & Ryerson Orientation Crew ("ROC") Residence Guides: Floor President and ROC Residence Guide applications are only available to students that live in a Residence the year proceeding the term outlined in paragraph 1.1. Details regarding each position will be distributed according to the timeline below. Floor Presidents and ROC Residence Guides are expected to be positive role models in the Residence community and as such will be subject to a different selection process than new applicants. Floor Presidents and ROC Residence Guides are required to return to Residence earlier (as outlined below) in order to participate in training and to help with orientation activities. The added responsibilities are expected in order to promote role modeling, school spirit and the positive growth of the Residence community. See the Ryerson Orientation Crew (ROC) Residence Guide for additional important dates, which includes, but is not limited to, move-in and training dates.

Date	Description
July 16, 2008	First installment of Residence Fees due.
November 10, 2008	Second installment of residence fees due.
December 14, 2008 @ 12 noon	Closed for Mid-year break.
January 5, 2009 @ 12 noon	Opening after Mid-year break.
May 1, 2009 @ 12 noon	Residence Closes.

3.0 Room Assignment

3.1 Room Assignment: Residents are assigned to a Room by Student Housing Services. While every effort will be made to accommodate the Resident's choice of Residence, and roommate or suitemate, Student Housing Services cannot guarantee a Resident's preferences will be met. Failure to meet a Resident's preferences does not absolve the Resident from any of the obligations contained herein.

3.2 Reassignment: Residents may be reassigned at any time if, in the sole opinion of Student Housing Services, a Room reassignment is necessary. Student Housing Services has the responsibility to reduce losses in revenue and minimize expenses by filling vacant Rooms during the term of the Residence Contract. Residents must be prepared to welcome a new person to their Room or be relocated to another Room any time a vacancy exists. When a vacancy exists that cannot be filled, the empty Room will be locked and no access is permitted.

3.3 Room Changes During the Academic Year: A Resident must receive written permission from Student Housing Services to change Rooms. Forms can be obtained from Student Housing Services to request a Room change. Student Housing Services has the authority to grant or deny such a request in its sole discretion. To allow for sufficient time for roommates/suitemates to develop an understanding of each other and their surroundings, Room change requests will only be granted November and February. Any Resident who changes to another Room is subject to a \$250.00 fee in order to cover cleaning and administrative costs and may be required to pay additional Residence Fees in the event that the Resident relocates to a Room with higher Residence Fees.

3.4 Subletting Not Permitted: Rooms may only be occupied by the assigned Resident(s). Unauthorized occupation or "subletting" of a Room will result in eviction of the occupant and sanctions against the Resident.

4.0 Withdraw and Termination of Tenancy

4.1 Early Withdrawal from Tenancy by Resident: A Resident who wishes to withdraw from Residence during the term outlined in paragraph 1.1 is required to complete an Intent to Withdraw form. This form is available from Student Housing Services. All Residents who withdraw, for any reason whatsoever, will be subject to a \$400 withdrawal fee.

4.2 Continuing Liability after Withdraw: A Resident who elects to withdraw from the Residence shall remain liable for the Residence Fees and all other financial obligations under this Contract including, but not limited to, long distance phone calls and damage charges, for the full term outlined in paragraph 1.1, or until a suitable replacement, not currently living in University provided accommodation, has taken occupation of the Resident's Room.

4.3 Application to be Released from Residence Contract: A Resident who is unable to continue living in a Residence due to exceptional circumstances beyond his or her control may submit a written application, along with any applicable supporting evidence, to Student Housing Services for a pro-rated refund of his or

her Residence Fees. Student Housing Services must receive the application within thirty (30) days of a Resident's withdrawal from Residence. Such application will be considered and determined by Student Housing Services in its absolute discretion.

- 4.4 Abandonment of Unit:** The Resident acknowledges that a Resident's Room may be deemed to be abandoned where the Resident has, in the opinion of Student Housing Services, vacated the Resident's Room and failed to respond to a Notice of Abandonment sent by Student Housing Services. Abandonment is grounds for termination of the Resident's tenancy by Student Housing Services.
- 4.5 Termination of Tenancy:** Notwithstanding the use of any administrative system for imposing sanctions, breach of the terms and/or conditions of the Resident Contract, the Residence Community Standards, any other University policies or municipal, provincial or federal laws will entitle Student Housing Services to terminate a Resident's right to occupy the Room, in addition to any other rights and remedies available to the University at law. Such termination does not relieve the Resident from the obligations contained herein, including the payment of Residence Fees.
- 4.6 Vacating the Residence:** Any Resident who has withdrawn from Residence, or had his or her tenancy terminated pursuant to paragraph 4.5, shall vacate the Residence and Room within 48 hours. Student Housing Services reserves the right to require the Resident to immediately vacate the Residence without notice should the Resident's conduct represent a risk to the safety, security or well-being of other residents, as determined in the absolute discretion of the Student Housing Services.
- 4.7 Academic Suspension:** Residents who are appealing an academic suspension are not required to vacate the Residence pending the result of their appeal, provided the Resident obtains written permission from Student Housing Services.
- 4.8 Items left behind:** Any items left behind will be deemed to have been abandoned by the Resident. Student Housing Services will discard any items left behind by the Resident after the end of the term specified in paragraph 1.1, the early withdrawal by the Resident, or termination of the Resident's tenancy by Student Housing Services. Student Housing Services and the University are not responsible for mailing items back to the Resident and will not compensate the Resident for items that have been discarded. The Resident agrees to indemnify Student Housing Services for any costs, 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 Fees:** The Resident agrees to pay the fees set out in Appendix A (the "Residence Fees") according to the schedule contained in section 2.0. The Residence Fees are subject to change from time to time where such changes are approved by the Board of Governors, provided that any increase greater than 7% during any one year will allow the Resident, on not less than 30 days notice, to terminate this Contract without further liability, provided that the Resident will continue to be liable for Residence Fees pro-rated to the date of the Resident's last day in occupation of the Room.
- 5.2 Initial Payment applied to Residence Fees:** The Initial Payment submitted by the Resident with the Residence Application will be applied to the first installment of the Residence Fees.
- 5.3 Deferral of Residence Fees:** A Resident may seek permission to defer the second payment installment of the Residence Fees by submitting a request on the appropriate form available from Student Housing Services along with such supporting documentation as may be required by Student Housing Services. Such request will be considered and determined by Student Housing Services in its absolute discretion and is available only in extraordinary circumstances. Any Resident that is approved to defer payment of the second installment of the Residence Fees is still subject to paying late fees.
- 5.4 Pay Fees Promptly:** Payments made past the deadlines outlined in section 2.0 will be subject to a 1.5% interest charge per month (19.6% effective annual rate) on any outstanding balance. Students who pay their second semester Residence Fees late, or fail to pay their telephone bills by the deadline date, will not be eligible to re-apply for accommodation in Residence in the future.
- 5.5 NSF Payments:** An administrative charge of \$50.00 will be applied to any NSF (non-sufficient funds) payments.
- 5.6 Pay Tuition by Due Date:** Residents 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 pursuant to paragraph 4.5.
- 5.7 Withholding Marks/Degree:** The University reserves the right to withhold a Resident's transcripts and/or degree until such time as all financial obligations of the Resident under this Contract have been satisfied.
- 5.8 Consequence for Not Paying Residence Fees:** Failure to pay Residence Fees by the deadlines outlined in section 2.0 is a breach of the terms of this Contract and may result in Student Housing Services terminating a Resident's tenancy.
- 5.9 Payments made without Deduction, Abatement or Set-off:** All payments made pursuant to this Contract shall be made without deduction, abatement, or set-off, unless otherwise permitted by the University.
- 5.10 Residence Fees Online:** The residence fees schedule can be found online at: <http://www.ryerson.ca/student-services/housing/fee/feeschedule/index.html>

6.0 Locks and Keys

- 6.1 Keys:** Student Housing Services will provide to the Resident a key to the Resident's Room (the "Room Key") or an access card (the "Access Card"), a mailbox key, and Residence ID Card on Move-in Day. The Room Key, Access Card, mailbox key, and Residence ID Card remain the property of the University and shall be returned upon request and in any event upon termination of the tenancy.

- 6.2 Locks:** Locks in the Rooms shall not be altered without the written consent of Student Housing Services. No additional locks shall be placed upon any door of the Residence or a Resident's Room.
- 6.3 Cost for Replacement / Misplaced Keys:** The Resident shall be responsible for safeguarding the Room Key, Access Card, mailbox key, and Residence ID Card. Residents will be subject to a fee for the replacement of lost, broken, damaged or misplaced Room Keys, Access Cards, mailbox keys, or Residence ID Cards. Where it is determined by Student Housing Services that the loss of Room Key, Access Card, or mailbox key warrants the replacement of the associated Lock, all costs associated with the replacement of such Lock will be borne by the Resident.
- 6.4 Key Replication Prohibited:** The Resident agrees not to allow copies to be made of the Residence ID Card, Room Key or the mailbox key provided by Student Housing Services. Residents found in possession of a copied Room Key or mailbox key may be subject to sanctions.
- 6.5 Delivery of Keys:** The Resident agrees to deliver to Student Housing Services the Room Key or Access Card, mailbox key, and Residence ID Card in proper working condition upon the completion of the term outlined in paragraph 1.1, withdrawal from the Residence by the Resident, or upon Student Housing Services terminating the Resident's tenancy pursuant to paragraph 4.5.
- 6.6 Key Deposit:** A key deposit of \$75.00 for Pitman Hall, \$50 for ILLC and \$50 for O'Keefe House residents will be credited to the Resident's Student Fees Account upon return of the Room Key or Access Card, mailbox key, and Residence ID Card, provided that such items are in proper working condition and returned immediately at the end of the contract term, or upon the Resident's withdrawal from Residence or termination of the Resident's tenancy by Student Housing Services.

7.0 Facilities

- 7.1 Responsibility for Resident's Room:** The Resident agrees to pay for all missing items or damages caused to the Resident's Room by the Resident or guest. If the Resident's Room is shared with one or more Residents, all costs will be divided and assessed equally between such Residents.
- 7.2 Responsibility for Suite/Apartment Shared Areas:** All Residents occupying a suite/apartment are jointly and severally responsible for missing items or damages caused to shared areas within the suite/apartment (the "Shared Areas"), including the kitchenette, bathroom, and living space.
- 7.3 Responsibility for Common Areas:** All Residents of a Residence are jointly and severally responsible for missing items or damages caused to areas accessible by all Residents (the "Common Areas"), including stairwells, laundry rooms, and hallways. Student Housing Services may, in its sole discretion, assign liability for missing items or damages caused to Common Areas to Residents occupying specific Rooms.
- 7.4 Move-in Condition:** Each Resident shall complete a Condition Form for his or her Room and Shared Areas (if applicable) on Move-in Day. The Resident is responsible for completing the form accurately and submitting it to Student Housing Services within 72 hours of Move-in Day. The form is kept on file by Student Housing Services for the purpose of comparison to the move-out inspection at the end of the Resident's term. Any changes to the physical condition of the Room or Residence property that are deemed by Student Housing Services to have resulted from unacceptable use by the Resident will lead to additional charges. Students that fail to submit the Condition Form accept the accuracy of the records contained by Student Housing Services.
- 7.5 Monthly Inspections:** Residents agree to permit Student Housing Services to inspect his or her Room on a monthly basis, or such other frequency as deemed necessary by Student Housing Services. Save and except in situations of emergency, as determined in the absolute discretion of the Student Housing Services, the Resident shall be provided at least 24 hours notice in writing of Student Housing Services intent to inspect. Responsibility for the neatness and cleanliness of the Residence is shared by all Residents. If it is determined upon inspection that the Resident's Room, Shared Areas or Common Areas require cleaning, the Resident will be required to clean such area within a 72 hour period. If the required cleaning is not performed to the satisfaction of Student Housing Services, Student Housing Services reserves the right to clean the area and charge the Resident(s) for all reasonable expenses.
- 7.6 Mid-year Break Inspections/Tour:** Student Housing Services reserves the right to enter Rooms and Shared Areas during the Mid-year Break Closure for the purpose of conducting repairs, closing windows, checking appliances or equipment, reducing heat, ensuring vacancy, inspecting the physical condition, ensure compliance with applicable policies and ensuring the safety of the building.
- 7.7 Move-out Inspection:** Towards the end of the contract term or at the time of submitting an Intent to Withdraw form, Residents will have the opportunity to schedule a move-out inspection with Student Housing Services for the purpose of reviewing the physical condition of the Resident's Room and Shared Areas. The inspection must coincide with the time a Resident is moving out and the inspection can ONLY be performed when all of a Resident's personal belongings have been removed so that the physical condition of the Room and the Residence property can be properly assessed. For the April time period, Residents are encouraged to sign up for their preferred time as early as possible since many Residents will be moving out around the same time. Residents that fail to attend or fail to sign up for a move-out inspection agree to accept the findings of the inspection performed by Student Housing Services at a later time and date.
- 7.8 Pass Along Facilities Concerns Promptly:** Any Resident with concerns about any physical aspect of the Residence agrees to submit a work request promptly. Residents are a key information provider in the Residence and are expected to pass along any observations they make in the physical condition of the Residence that may cause problems for the safety, security or proper functioning of University property.
- 7.9 Cleanliness:** Residents are responsible for maintaining their Rooms in a clean and orderly state. Residents must further ensure that their Rooms are left in a clean and orderly state and free from all refuse upon vacating the Room or the Resident will have extra clean-up charges assessed to their residence account.
- 7.10 Entering Rooms to Repair or Clean:** Student Housing Services reserves the right to enter a Room to inspect, repair or clean. Save and except in situations of emergency, as determined in the absolute discretion of Student Housing Services, or where a Resident has submitted a work request, the Resident shall be provided at least 24 hours notice in writing of intent to enter to conduct needed inspections, repairs or perform required cleaning. Student Housing Services will respond to a work request within a reasonable period of time depending on the nature of the problem and may enter a room/suite to inspect and/or repair while a Resident is not present.

- 7.11 **Renovations & Construction:** The University reserves the right to conduct renovations or begin construction activities on any residence building or near any 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.

8.0 Residence Community Standards

- 8.1 **Documents Governing Conditions, Guidelines & Policies:** The Resident acknowledges that the Residence Community Standards, attached as Appendix B, forms part of this Contract. The Resident agrees to abide by the policies outlined in the Residence Community Standards as well as all other applicable University and department policies and all municipal, provincial, and federal laws.
- 8.2 **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 policies outlined in the Residence Community Standards.
- 8.3 **Act Safe and Responsible:** Every Resident agrees to act in a responsible manner so as not to compromise his or her own safety or endanger the health and safety of others. Student Housing Services reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.
- 8.4 **Entering Rooms in Emergency Situations:** The Resident acknowledges that Student Housing Services or other emergency or police personnel may enter a Room without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the Room.
- 8.5 **Notifying Parents:** The Resident acknowledges that by signing this Contract the Resident authorizes Student Housing Services to contact the Resident's parents or guardians in the event of an emergency situation, as determined in the sole discretion of Student Housing Services.
- 8.6 **Guest Privileges:** The Resident shall be fully and completely responsible for the actions of their guests. Overnight guests may be permitted on an occasional basis, provided (i) the permission of any suite/roommates is obtained in advance; (ii) no complaints have been made previously regarding the conduct of the guest; and (iii) the guest does not leave any possessions in the Room or Residence for more than three days. The Resident acknowledges that a Resident's guest privileges may be revoked if in the opinion of Student Housing Services the Resident abuses such privilege through excessive use or inappropriate behaviour. Student Housing Services reserves the right to limit the number of guests, or prohibit any one guest, admitted to Residence or by any Resident.
- 8.7 **Commercial Activity Prohibited:** Residents are not permitted to engage in any commercial activity in Residence Rooms, Shared Areas, or Common Areas without written permission from Student Housing Services.
- 8.8 **Observe & Record Behaviour:** Student Housing Services reserves the right to observe and record a resident's behaviour for the purpose of ensuring the safety of the Resident and the community and that applicable policies are followed.
- 8.9 **Full Community Standards:** The full Community Standards are available online at: <http://www.ryerson.ca/student-services/housing/rescontract>

9.0 General

- 9.1 **Providing Notice to Residents:** Any notice required to be given to a Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident's mailbox or by way of posting such notice on the entry door to the room occupied by such Resident.
- 9.2 **Providing Notice to Student Housing Services:** Any notice required to be given to a Student Housing Services hereunder shall be deemed to have been properly delivered by delivery of such notice to:
Student Housing Services
Pitman Hall Residence
160 Mutual Street,
Toronto, ON M5B 2M2
- 9.3 **Indemnity:** The Resident shall indemnify and hold harmless the University and Student Housing Services from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with the Resident's use or occupation of the Resident's Unit, Shared Areas, or Common Areas, or any other part or parts of the Residence.
- 9.4 **Force Majeure:** To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University 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 University 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 University, 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. Student Housing Services reserves the right to require Residents to immediately vacate their Residence Unit if a situation occurs in which safety measures are compromised.
- 9.5 **Excessive Needs:** Student Housing Services does not have the facilities, resources or expertise to deal with serious behaviour, emotional issues or illness. If a Resident engages in harmful behaviour, or behaviour that is reasonably perceived to be a threat to himself or herself, or to others; or compromises his or her personal safety (including, but not limited to underage drinking, drug use, bulimia, cutting, abusive behaviour); or, where a pattern of behaviour by a Resident is sufficient to create significant disruption to another Resident(s), Student Housing Services reserves the right to terminate the tenancy of the Resident pursuant to paragraph 4.5.

- 9.6 Cannot Care for Ill Students:** Student Housing Services does not have the facilities, resources or expertise to deal with Residents that become ill or sick. Should a Resident suspect that they have become ill or sick the Resident is responsible for caring for themselves or finding the appropriate health service provider to assist them.
- 9.7 Changes to Contract:** The Resident agrees that changes may not be made to the terms of this Contract without the written permission of Student Housing Services.
- 9.8 Assignment:** This Contract cannot be assigned without the prior written consent of Student Housing Services.
- 9.9 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.
- 9.10 Gender/Plural:** Words used herein in the singular number include the plural and vice versa. Words importing the neuter, masculine or feminine gender include the other genders.
- 9.11 Severability:** In the event that any portion of this Contract is found to be unenforceable, that provision shall be deemed deleted from this Contract and the remainder of the Contract shall continue in full force and effect.
- 9.12 Entire Contract:** The Resident agrees that this Contract includes the Residence Community Standards and any Appendices attached hereto and 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 deal both in this Contract and any other University publication or agreement, the provisions of this Contract shall prevail.
- 9.13 Time is of the Essence:** Time is of the essence.
- 9.14 Application of the Residential Tenancies Act:** The Resident hereby acknowledges that the occupation of a Room in the Residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c. 17
- 9.15 Questions to be Addressed before Signing:** Each Resident is responsible for seeking out clarification of any information that is not understood in the Residence Contract, appendices and Residence Community Standards BEFORE he or she signs below. Questions may be directed to the Student Housing Services' office by phone 416-979-5284, sending an email to housing@ryerson.ca or stopping by our office in Pitman Hall during business hours.
- 9.16 Residents Under the Age of 18:** Where the Resident is under the age of 18 years, the Residence Contract must be signed by the parent or legal guardian of the Resident in order to be binding on Ryerson University. The undersigned parent or guardian of the Resident hereby acknowledges full responsibility and liability for all covenants and obligations of the Resident as provided for in this Contract including, but not limited to, payment of all Residence Fees.
- 9.17 Communicate by E-mail** Student Housing Services conducts its correspondence with you by e-mail. The e-mail address that you supplied with your application to the University will be used until your University e-mail account is activated, after which only the University address will be used. This address is considered your official address for communication with the University. **It is your responsibility to check your University account regularly.**
- 9.18 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.

I confirm that I have read and understood the contents of this Contract and the contents of the Residence Community Standards. I understand that by signing this Residence Contract I will be bound by the terms and conditions contained herein.

Student Number		Date of Birth	(YYYY/DD/MM)
Last Name			
First Name			

Signature of Student

Date

I confirm that I have read and understood the contents of this Contract and the contents of the Residence Community Standards. I acknowledge full responsibility and liability for all covenants and obligations of the Resident as provided for in this Contract including, but not limited to, payment of all fees.

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

Date

Appendix A: Meal Plan Contract

10.0 Residence Meal Plan Contract – August 2008 to April 2009

- 10.1 Compulsory Meal Plan:** Residents living in Pitman Hall and the ILLC ("Participants") are required to participate in the Meal Plan Programme offered by the University. The food contract is a debit-card system based on an initial amount that declines as the card is used.
- 10.2 Term:** The Meal Plan Programme is valid from August 25, 2008 to April 25, 2009. Balances remaining on April 25, 2009 cannot be carried forward to the next academic year, and are non-refundable.
- 10.3 Suspension of Services:** The Meal Plan Programme will not be available between December 14, 2008 and January 3, 2009, and between February 18, 2009 and February 22, 2009.
- 10.4 Administration Fee:** All first-time applicants are required to submit a \$30 Administration Fee with a completed Food Contract to Ryerson University.
- 10.5 Purchasing Food:** Student Photo ID Cards (the "Card") shall be the medium by which the Participant can access his or her account. The Card must be presented to the cashier at the time of purchase and is the only way of accessing the Participant's Account. Lost, stolen, or damaged Cards must be reported to the University immediately. A fee of \$30 shall be levied for replacement of lost, stolen, or damaged Cards.
- 10.6 Debit Card System:** The Food Contract operates as a debit card system, which has a value of the amount paid when contracted (the "Contracted Amount"), that decreases in value as the Card is used.
- 10.7 Non-transferable:** This Contract is non-transferable by any means either in part or whole, however a Participant may use his/her Contracted Amount to pay for a guest's food, provided that the Participant is present at the time of usage.
- 10.8 Locations:** The Meal Plan Programme is available at the following locations:
- | | |
|-----------------------------------|--|
| a. Jorgenson Hall: The Hub | g. Northeast Kerr Hall: 1st floor |
| b. Jorgenson Hall: Tim Hortons | h. Oakham House |
| c. Food Services: Java Cafes | i. Business Building: Lobby |
| d. Pitman Hall: Dining Room | j. Starbucks: POD60, Jorgenson Hall |
| e. Southeast Kerr Hall: 2nd floor | k. Eric Palin Hall: 1 st Floor |
| f. ILLC | l. Centre for Computing and Engineering: 1 st floor |
- 10.9 Hours of Operation:** Ryerson Food Services and the ILLC reserve the right to determine the hours and days of operation for all food service facilities and will endeavour to notify Participants two weeks prior, through posting in the food service facilities, of any changes.
- 10.10 Menus and Prices:** Menus, prices, and other operational requirements remain at the sole discretion of the University. The prices for this year are as follows:
- | | | | |
|--------------------|---------------------|--------------------|-------------------|
| • Small - \$ 2,623 | • Medium - \$ 2,859 | • Large - \$ 3,162 | • Flex - \$ 2,020 |
|--------------------|---------------------|--------------------|-------------------|
- 10.11 Refunds prior to August 25, 2008:** Prior to August 25, 2008 Participants who withdraw from Pitman Hall or the ILLC may request a full refund, less a \$100 administration fee, upon submitting a written request to the Director of Ancillary Services. If a Participant is enrolled for only the Winter Term, the refund deadline is January 18, 2009.
- 10.12 Refunds after August 25, 2008:** After to August 25, 2008 Participants who withdraws from Pitman Hall or the ILLC may request a refund of the unused portion of the Contracted Amount, less a \$100 administration fee, upon submitting a written request to the Director of Ancillary Services.
- 10.13 Sanctions for Misuse:** Any misuse of the Card or Meal Plan Programme by Participants shall be subject to the provisions of the Student Conduct Code.

Appendix B: Ryerson OneCard Contract

PREAMBLE:

The Ryerson OneCard is your official student photo ID at Ryerson University. By reading the points below and signing the Residence Contract you are agreeing to the terms and conditions of the Ryerson OneCard.

11.0 Ryerson OneCard Contract

- 11.1 I agree to allow the Student Housing Services Office to share my personal information and photograph for use in the production of my Ryerson OneCard by the OneCard Office.
- 11.2 I have read and understand the Protection of Privacy Statement below and agree to its terms as it relates to the Ryerson OneCard and Student Housing Services.
- 11.3 **Protection of Privacy:** The information within the Residence Contract is collected under the authority of the Ryerson University Act and some information is needed to process your application for your Ryerson University OneCard. Your account and personal information will be kept strictly confidential between Ryerson OneCard Office, Student Housing Services and Ryerson University. Your Student OneCard photograph may be used for identification for residences access, class list purposes and as identification for the purposes of participating in coursework, including exams. Disclosure of your OneCard photograph is otherwise limited to permitted instances in the Freedom of Information and Protection of Privacy Act (FIPPA) Section 42 which includes, but is not limited to, disclosure to law enforcement and in compelling circumstances affecting the health and safety of an individual. If you have any questions about the collection, use and disclosure of this information by the University please contact the Ryerson OneCard Office, Jorgenson Hall, Room JOR-02, 350 Victoria Street, 416-979-5000 ext. 7565: email onecard@ryerson.ca.
- 11.4 I understand that if I have accepted the Residence Offer of Accommodation and entered into the Residence Contract that my information will be used to generate my Ryerson OneCard and I need not apply separately for it.
- 11.5 I understand and agree to follow the terms and conditions of the Ryerson OneCard and that such information is posted on the Ryerson OneCard website at www.ryerson.ca/onecard