



Residence Agreement - 8 Month Term - 2019-2020

THIS RESIDENCE AGREEMENT (the "Agreement") is between Ryerson University (the "University") and the Residence Applicant ("You" or "Resident").

WHEREAS:

- A. The University has made available accommodation in the Daphne Cockwell Health Science Complex residence ("DCC"), International Living and Learning Centre ("ILC"), and Pitman Hall (each a "Residence" and, collectively, the "Residences") for students enrolled in undergraduate classes at Ryerson University during the 2019-2020 year through its Residence Program (the "Program");
- B. This Agreement and the operation of the Residences is administered on behalf of the University by Housing & Residence Life;
- C. The Residences are comprised of various room types and each resident will be assigned to a room by Housing & Residence Life, as more fully described herein (a "Room"); and
- D. You wish to secure a Room tenancy in the Residences through the Program,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Entire Agreement:** This Agreement, which includes,
 - a. This signature page;
 - b. Appendix A – General Terms and Conditions;
 - c. Appendix B – Meal Plan Contract;
 - d. Appendix C – Ryerson OneCard Contract;
 - e. the Residence Community Standards; and
 - f. all applicable University policies,

constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written. To the extent that there is any discrepancy between the subject matter of this Agreement and any other University publication or agreement, the provisions of this Agreement prevail.

RESIDENT

RYERSON UNIVERSITY

Resident Name: _____

Signature:  _____

Resident Signature: _____

Name: Ian Crookshank
Title: Interim Vice Provost Students

Date: _____

Parent/Guardian Signature (if Resident is under 18): _____

Appendix A – General Terms and Conditions

1.0 Term

1.1 Term: The “Term” of the Agreement commences on Move-in Day, as indicated in Section 2.0 or in your Offer of Accommodation letter, whichever is later (the “**Start Date**”) and expires on April 25, 2020 (the “**End Date**”), unless terminated early in accordance with the terms of this Agreement. You shall have access to the Room from 9:00 am on the Start Date to 12:00 pm on the End Date. The campus, including the Residences, will be closed to all persons during the Mid-year Break, as outlined in paragraph 1.2 and 1.3.

1.2 Mid-year Break Closure: During the Mid-year Break, as outlined in Section 2.0, no food (for those Residents on the meal plan contract), care-taking or other services will be provided. Residents **MUST** vacate Rooms during this period.

1.3 Mid-year Break Stay Request: Residents may be permitted to stay in Residence over the mid-year break (December-January), at the discretion of the University. Requests to stay over the mid-year break must come from the Resident via supplementary residence application available from **Housing & Residence Life**. The ILC is the only building open over the mid-year break. The Resident may be provided with an opportunity to stay over the mid-year break if the individual registers via supplemental application (and in accordance with the timeframes specified by the University), receives approval from the University and pays an additional flat rate fee set by the University. All terms and conditions of this Agreement apply during stays over the mid-year break, except that the Resident acknowledges that regular in-term Housing & Residence Life services may not be available during this period.

1.4 End of Semester Check Out: Residents will be required to vacate their Room and the Residence 24 hours after 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 Housing & Residence Life 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 Housing & Residence Life in its absolute discretion. Residents, who are granted an extension, are subject to paying a per diem rate for extra time granted beyond a Resident’s last exam date.

1.5 Binding Commitment: Acceptance of an Offer of Accommodation and the terms and conditions of this Agreement constitute a binding commitment by the Resident for the full term outlined in paragraph 1.1.

1.6 Limited to Term of Occupancy: The Residence and the Room are not intended for year-round occupancy. This Agreement is solely for the provision of accommodation for the Resident at the Residence for the Term. You may submit an 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 Date Changes: The important dates are subject to change when applicable/necessary in conjunction with University significant dates, provided that if any variance greater than eight (8) days, the Resident is entitled to, on not less than thirty (30) days' notice, to terminate this Agreement without further liability, provided that the Resident continues to be liable for Residence Fees (as defined herein) prorated to the date of the Resident's last day residing in the Room.

2.2 Schedules: There are three (3) schedules set out below and each schedule pertains to a particular applicant category. Ensure You are following the schedule applicable to your applicant category.

(a) New Applicant Schedule: The schedule of Important Dates for New Applicants (the "**New Applicant Schedule**") is as follows:

Date	Description
December 5, 2018	Residence Application (the " Application ") process opens. Payment of \$50 is required for the Application to be processed (the " Application Fee ").
June 3, 2019	Last day to submit the Application and Application Fee in order to be considered in first round of Offers of Accommodation.
June 3, 2019	Last day to withdraw the Application and not become financially responsible for the space in residence.
June 14, 2019	First round of Offers of Accommodation and Waiting List Offers e-mailed.
June 26, 2019	First round of Offers of Accommodation - First installment of Residence Fees and Residence Offer Acceptance due.
August 25, 2019	New Resident Move-in Day
September 6, 2019	Fall Term Undergraduate Tuition Fees due.
October 23, 2019	Second Installment of Residence Fees due.
December 14, 2019 @ 12 noon	Closed for Mid-year break.
January 5, 2020 @ 12 noon	Opening after Mid-year break.
January 10, 2020	Winter Term Undergraduate Tuition Fees due.
January 22, 2020	Third installment of Residence Fees due.
March 4, 2020	Fourth installment of Residence Fees due.
April 25, 2020 @ 12 noon	Program Term ends

(b) New Guaranteed Applicant Schedule: A guaranteed space in residence is only available to applicants whose active Offer of Admission to Ryerson indicates that they have been guaranteed a space in residence. Failure to meet any of the conditions of the Offer of Admission or any of the dates below renders the guaranteed status null and void. The schedule of Important Dates for New Guaranteed Applicants (the “**New Guaranteed Applicant Schedule**”) is as follows:

Date	Description
December 5, 2019	Residence Application (the “ Application ”) process opens. Payment of \$50 is required for application to be processed (the “ Application Fee ”).
May 1, 2019	Last day to submit the Application in eRezLife portal to maintain guaranteed space in residence.
June 3, 2019	Last day to pay the \$50 Application Fee completing the Application to maintain guaranteed space in residence.
June 3, 2019	Last day to withdraw Residence Application and not become financially responsible for the space in residence.
June 14, 2019	Official Offer of Accommodation e-mailed, includes building and room style placement.
June 26, 2019	Offer of Accommodation - First installment of Residence Fees and Residence Offer Acceptance due.
August 25, 2019	New Resident Move-in Day
September 6, 2019	Fall Term Undergraduate Tuition Fees due.
October 23, 2019	Second Installment of Residence Fees due.
December 14, 2019 @ 12 noon	Closed for Mid-year break.
January 5, 2020 @ 12 noon	Opening after Mid-year break.
January 10, 2020	Winter Term Undergraduate Tuition Fees due.
January 22, 2020	Third installment of Residence Fees due.
March 4, 2020	Fourth installment of Residence Fees due.
April 25, 2020 @ 12 noon	Program Term ends

(c) Residence Council Members and Residence Recruitment Team Applicant Schedule: Residence Council Members and Residence Recruitment Team Members 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 Council Members and Residence Recruitment Team Members are required to return to Residence earlier 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 postings for additional important dates, which includes, but is not limited to, move-in and training dates. The schedule of Important Dates for Residence Council Members and Residence Recruitment Team Applicant (the “**Residence Council Members and Residence Recruitment Team Applicant Schedule**”) is as follows:

Date	Description
December 5, 2019	Residence Application (the “ Application ”) process opens. Payment of \$50 is required for application to be processed (the “ Application Fee ”).
June 3, 2019	Last day to submit the Application and Application Fee in order to be considered in first round of Offers of Accommodation.
June 3, 2019	\$50 Application Fee due.
June 14, 2019	Official Offer of Accommodation e-mailed, includes building and room style placement.
June 26, 2019	First installment of Residence Fees due.
September 6, 2019	Fall Term Undergraduate Tuition Fees due.
October 23, 2019	Second installment of Residence Fees due.
December 14, 2019 @ 12 noon	Closed for Mid-year break.
January 5, 2020 @ 12 noon	Opening after Mid-year break.
January 10, 2020	Winter Term Undergraduate Tuition Fees due.
January 22, 2020	Third installment of Residence Fees due.
March 4, 2020	Fourth installment of Residence Fees due.
April 25, 2020 @ 12 noon	Program Term ends

3.0 Residence Application

3.1 Application Eligibility: You must be actively enrolled or have an active Offer of Admission to the University to be eligible to apply for residence. Should your status with the University change to inactive or cancelled based on your negligence (e.g. missed tuition payment, did not confirm offer, missed OUAC deadline, etc.), You remain responsible for the Application Fee based on the following dates:

Date	Description
Before June 3, 2019	\$50 application fee
After June 3, 2019	\$50 application fee + financial responsibility for the space in residence as outlined in Section 6.0

3.2 Complete Residence Application: The Application is only considered complete once an applicant has applied through the online residence application portal and paid the Application Fee. The date both of these items have been received by the University is the date the Application is considered complete.

4.0 Room Assignment

4.1 Room Offers: Housing & Residence Life will only offer a space once per Application. If You decline or allow the offer to expire, your Application is deemed cancelled, resulting in your forfeiture of the Application Fee. You may re-apply by completing the Application and paying the Application Fee again. In the event that You re-apply, You will be placed on a waitlist.

4.2 Living Accommodation: The “Room” consists of a bedroom with access to and use of the common facilities in accordance with the Residents’ rights and responsibilities as set out in Section 9.3.

4.3 Room Assignment: Housing & Residence Life shall assign You a Room. While every effort will be made to accommodate your choice of Room, and roommate or suitemate, Housing & Residence Life cannot guarantee your preferences will be met. Failure to meet your preferences does not absolve You from any of your obligations contained herein.

4.4 Room Reassignment: Housing & Residence Life reserves the right, in its sole discretion, to reassign Rooms as deemed necessary or appropriate. Housing & Residence Life has the responsibility to reduce losses in revenue and minimize expenses by filling vacant Rooms. Residents must be prepared to welcome a new person to their Room or to 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 will be permitted.

4.5 Room Changes: You must receive prior written permission from Housing & Residence Life to change Rooms. Room change request forms can be obtained from Housing & Residence Life. Housing & Residence Life 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 in November and February. Any Resident who changes to another Room is subject to a \$250.00 room change fee in order to cover cleaning and administrative costs and the Resident may be required to pay additional Residence Fees in the event that the Resident relocates to a Room with higher Residence Fees.

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

4.7 Accessibility Accommodation Request Form: Students with a disability who may require a physical modification to a room, or a specific room style placement must complete the Accessibility Accommodation Request Form available online at: <http://www.ryerson.ca/housing/future-students/applying/accessibility-accomodation.html>. This includes students with severe life threatening allergies (e.g. Anaphylaxis).

4.8 Application of the Residential Tenancies Act: You hereby acknowledge 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.

5.0 Waitlist Assignment

5.1 Waitlist Assignment: Applicants are assigned to the waitlist by Housing & Residence Life. Applicants who complete their application by the deadline outlined in Section 2.0 (“on-time applicants”) will be placed on the waitlist in residence admission priority sequence. Applicants who complete their application past the deadline outlined in Section 2.0 will be placed on the waitlist after all on-time applicants by the date their application was completed.

5.2 Cancelling from Waitlist: Applicants may cancel their position on the waitlist at any time before a room is offered by Housing & Residence Life. All cancellations must be received in writing. Once a room has been offered by Housing & Residence Life, applicants are no longer able to cancel from the waitlist and must decline the room offer as outlined in Section 4.1.

5.3 Condensed Room Offer Period: Applicants on the waitlist who are offered a room will be required to respond to the offer within seven (7) days of the date of the offer for payment confirmation.

6.0 Withdrawal and Termination of Tenancy

6.1 Early Withdrawal from Tenancy by Resident: You may withdraw from Residence during the Term by completing a Residence Withdrawal form. This form is available from Housing & Residence Life. All Residents who withdraw, for any reason whatsoever, are subject to a \$400 withdrawal fee. In the event that you submit a Residence Withdraw form, Housing & Residence Life will provide You with written notice confirming your withdrawal.

6.2 Continuing Liability after Withdrawal: You remain liable for the Residence Fees and all other financial obligations under this Agreement including, but not limited to, long distance phone calls and damage charges, for the Term, or until a suitable replacement as determined by Housing & Residence Life, not currently living in University provided accommodation, has taken occupation of the Resident's financial responsibility.

6.3 Application to be Released from Residence Agreement: A Resident who is unable to continue living in a Residence due to exceptional circumstances beyond their control may submit a written application, along with any applicable supporting evidence, to Housing & Residence Life for a prorated refund of their Residence Fees. Housing & Residence Life must receive the application within thirty (30) days of a Resident's withdrawal from Residence. Such application will be considered and determined by Housing & Residence Life in its absolute discretion.

6.4 Abandonment of Room: The Room may be deemed to have been abandoned where You have, in the sole opinion of Housing & Residence Life, vacated the Room and failed to respond to a Notice of Abandonment sent by Housing & Residence Life. Abandonment is grounds for termination of your tenancy by Housing & Residence Life.

6.5 Termination of Tenancy: Notwithstanding the use of any administrative policies or procedures for imposing sanctions, if You breach any of the terms or conditions of this Agreement, the Housing & Residence Life Community Standards, any other University policies or municipal, provincial or federal laws, Housing & Residence Life may, in its sole discretion, by written notice to You terminate this Agreement. Such termination does not relieve You from your obligations contained herein, including the payment of Residence Fees.

6.6 Vacating the Residence: Any Resident who has withdrawn from Residence, or has had their tenancy terminated pursuant to this Agreement is required to vacate the Room and the Residence within the timeframe for vacating specified in the written notice. In addition, Housing & Residence Life reserves the right to require You to immediately vacate the Residence without notice if your conduct represents a risk to the safety, security or well-being of other Residents, as determined in the absolute discretion of Housing & Residence Life.

6.7 Enrollment and Academic Standing: Only Residents enrolled in a full course load of classes with a clear or probationary academic standing are able to live in residence. Residents who are appealing an academic standing of Required to Withdraw or Disciplinary Suspension are not required to vacate the Residence pending the result of their appeal, provided the Resident obtains written permission from Housing & Residence Life.

6.8 Items Left Behind: Any items You leave behind in the Room after the end of the Term are deemed to have been abandoned. Housing & Residence Life will discard any items left behind by any Resident after the End Date, the early withdrawal by a Resident, or early termination of a Resident's tenancy by Housing & Residence Life. This includes items confiscated and temporarily held by Housing & Residence Life. Housing & Residence Life and the University are not responsible for mailing items back to You and will not compensate You for items that have been discarded. You hereby indemnify and hold harmless Housing & Residence Life and the University for any costs, damages, or other expenses arising out of or in any way connected with the disposal of items You leave behind.

7.0 Residence Fees

7.1 Residence Fees: You shall pay the applicable fees as set out in the Residence Fees schedule as referenced in Section 7.3 (the “**Residence Fees**”), in accordance with the schedule. The Residence Fees are subject to change from time to time where such changes are approved by the University’s 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 Agreement without further liability, provided that the Resident will continue to be liable for Residence Fees prorated to the date of the Resident’s last day residing in the Room.

7.2 Incidental Fees: There are a number of incidental fees a Resident may incur while living in residence. These fees are charged to the Resident’s Student Fees account (the “**Account**”). Incidental fees include, but are not limited to: lockouts, replacement key charges, room switch fee, summer/fall/winter orientation fees, residence formal fees, maintenance/cleaning fees, repair and replacement charges, long distance phone charges, Housing & Residence Life community standards (“**HRL-CS**”) restitution, HRL-CS collective billing, and room stay extension request administrative fee.

7.3 Residence Fees Schedule: The residence fees schedule (the “Schedule”) can be found online at: <http://www.ryerson.ca/housing/future-students/fees.html>

7.4 Prorated and Non-refundable Fees: Residence fees are broken into two categories: prorated and non-refundable. Prorated fees are charged in the fall, and winter semester and are based on a weekly proration. Prorated fees include: rent, meal plan, and communication fee. Non-refundable fees are a one-time charge and are a standard rate for all students that cannot be prorated. Non-refundable fees include: Application Fee, food administration, residence program fee, residence council fee, and laundry fee.

7.5 Deferral of Residence Fees: A Resident may seek permission to defer a payment installment of the Residence Fees by submitting a request on the appropriate form available from Housing & Residence Life along with such supporting documentation as may be required by Housing & Residence Life. Such request will be considered and determined by Housing & Residence Life in its sole discretion and is available only in extraordinary circumstances. Any Resident that is approved to defer payment of an installment of the Residence Fees is still subject to paying late fees.

7.6 Pay Fees Promptly: Payments made past the deadlines in accordance with the Schedule will be subject to a 1.25% interest charge per month (14.55% effective annual rate) on any outstanding balance. Students who pay their second/third/fourth installment 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.

7.7 NSF Payments: An administrative charge of \$50.00 will be applied to any NSF (non-sufficient funds) payments.

7.8 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 Section 6.5.

7.9 Withholding Grades/Degree: The University reserves the right to withhold a Resident's transcripts, grades, and/or degree until such time as all financial obligations of the Resident under this Agreement have been satisfied. More information can be found in the online student guide:
<http://www.ryerson.ca/studentguide/>.

7.10 Consequence for Not Paying Residence Fees: Failure by You to pay the Residence Fees by the deadlines outlined in the Schedule constitutes a breach of the terms of this Agreement and may result in Housing & Residence Life terminating your tenancy early.

7.11 Payments made without Deduction, Abatement or Set-off: All payments made by the Resident pursuant to this Agreement shall be made without deduction, abatement, or set-off, unless otherwise permitted by the University.

8.0 Locks and Keys

8.1 Keys: Housing & Residence Life shall provide You with a key to the Room (the "**Room Key**") or encoded an OneCard (the "**Access Card**"), a mailbox key, and a 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 You shall return them upon request by Housing & Residence Life and in any event upon the termination of your tenancy.

8.2 Locks: Locks in the Rooms are not to be altered without the prior written consent of Housing & Residence Life. No additional locks are to be placed upon any door of the Residence or the Room.

8.3 Cost for Replacement / Misplaced Keys: You are 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, "lockout" (i.e. keys locked in room) or misplaced Room Keys, Access Cards, mailbox keys, or Residence ID Cards. Where it is determined by Housing & Residence Life 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. The lockout charging schedule can be found online at: <http://www.ryerson.ca/housing/current-students/living-in-residence/amenities-services.html>.

8.4 Key Duplication Prohibited: The Resident agrees not to allow copies to be made of the Residence ID Card, Room Key or the mailbox key provided by Housing & Residence Life. Residents found in possession of a copied Room Key or mailbox key may be subject to sanctions.

8.5 Delivery of Keys: The Resident agrees to deliver to Housing & Residence Life the Room Key, mailbox key, and Residence ID Card in proper working condition upon the completion of the term outlined in Section 1.1, withdrawal from the Residence by the Resident, or upon Housing & Residence Life terminating the Resident's tenancy pursuant to Section 6.5.

9.0 Facilities

9.1 Responsibility for Resident's Room: You are responsible for and shall pay for all missing items, damages, or cleaning in connection to the Room that is caused by You or your guests. If You share a Room with one or more Residents, all costs will be divided and assessed equally between such Residents, unless damage can be attributed to one Resident then that Resident will be responsible for the full cost.

9.2 Responsibility for Suite/Apartment Shared Areas: All Residents occupying a Room in a suite/apartment are jointly and severally responsible for missing items, damages or cleaning in connection to shared areas within the suite/apartment (the "**Shared Areas**"), including the kitchenette, bathroom, and living space, caused by the Residents' or the Residents' guests.

9.3 Responsibility for Common Areas: All Residents of the Residence are jointly and severally responsible for missing items, damages or cleaning in connection to areas accessible by all Residents (the "**Common Areas**"), including lounges, stairwells, kitchens, laundry rooms, and hallways, caused by the Residents' or the Residents' guests. Housing & Residence Life may, in its sole discretion, assign liability for missing items, damages or cleaning caused to Common Areas to Residents occupying specific Rooms.

9.4 Room Condition and Size: Residence Fees are charged uniformly based on room type. While every effort will be made to address maintenance issues, adjustments to Residence Fees will not be made based on room condition, size or the furnishings provided.

9.5 Move-in Condition: You shall complete a Room Condition Form for the Room and Shared Areas (if applicable) (the "**Condition Form**") on the Start Date. You are responsible for completing the Condition Form accurately and submitting it to Housing & Residence Life within 72 hours of the Start Date. The Condition Form is kept on file by Housing & Residence Life for the purpose of comparison to the move-out inspection at the end of your tenancy. Any changes to the physical condition of the Room or Residence property that are deemed by Housing & Residence Life to have resulted from unacceptable use by You will lead to additional charges to your Account. Residents that fail to submit the Room Condition Form accept the accuracy of the records contained by Housing & Residence Life.

9.6 Move-Out Condition: You shall leave the Room in a condition that is equal to or better than that of the condition when You moved in. All items in the Room must be returned to their original placement or You will be subject to an extra labour charge on your Account.

9.7 Monthly Inspections: Housing & Residence Life is entitled to inspect your Room on a monthly basis, or at such other frequency as deemed necessary by Housing & Residence Life. Except for situations of emergency, as determined in the absolute discretion of the Housing & Residence Life, Housing & Residence Life shall provide You with at least 24 hours' written notice of such inspection. If it is determined upon inspection that the Room, Shared Areas or Common Areas require cleaning, You will be required to clean such area within a 72 hour period. If the required cleaning is not performed to the satisfaction of Housing & Residence Life, Housing & Residence Life reserves the right to clean the area and charge the Resident(s) for all reasonable expenses.

9.8 Mid-year Break Inspections, Cleaning and Repair: Housing & Residence Life is entitled to enter Rooms and Shared Areas during the Mid-year Break Closure for the purpose of cleaning shared and common areas, conducting repairs, closing windows, checking appliances or equipment, reducing heat, ensuring vacancy, inspecting the physical condition, ensuring compliance with applicable policies and ensuring the safety of the building.

9.9 Move-out Inspection: Towards the end your tenancy, You will have the opportunity to schedule a move-out inspection with Housing & Residence Life for the purpose of reviewing the physical condition of the Room and Shared Areas. The inspection must coincide with your move-out time. The inspection can only be performed during business hours and once all of your personal belongings have been removed so that the physical condition of the Room and the Residence property can be properly assessed. During 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 Housing & Residence Life at a later time and date.

9.10 Pass Along Facilities Concerns Promptly: Any Resident with concerns about any physical aspect of the Residence shall 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.

9.11 Removing Items from Room: All furniture and equipment found in the Room must remain in the Room for the Term or You will be subject to an extra charge on your Account. All lounge furniture must remain in the lounge.

9.12 Cleanliness: You shall ensure that the Room, Shared Areas (if applicable) and Common Areas are kept in a clean and orderly state and free from all refuse at all times and You shall clean any Shared Areas or Common Areas immediately after use. If any Room, Shared Areas or Common Areas require additional cleaning, the Resident(s) responsible may be subject to extra cleaning charges applied to their Account.

9.13 Entering Rooms to Repair or Clean: Housing & Residence Life reserves the right to enter a Room for inspection, repair, cleaning or maintenance purposes. Except for situations of emergency, as determined in the absolute discretion of Housing & Residence Life, or where a Resident has submitted a work request, Housing & Residence Life shall provide to the Resident at least 24 hours' written notice of its intent to enter the Room for such purposes. Housing & Residence Life shall respond to a work request within a reasonable period of time depending on the nature of the problem and may enter the Room to inspect and/or repair while a Resident is not present.

9.14 Entering Rooms in Emergency Situations: Housing & Residence Life 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.

9.15 Room Reassignment for Facilities Purposes: Residents may be reassigned at any time if, in the sole opinion of Housing & Residence Life, a Room reassignment is necessary. Housing & Residence Life has the responsibility of maintaining the buildings and has a preventative maintenance schedule for doing so. Occasionally emergency facilities issues arise that require the reassignment of a Room(s). Residents must be prepared to be relocated to another Room any time a facilities issue necessitates it. This reassignment may be temporary or permanent and is in the sole discretion of Housing & Residence Life.

9.16 Renovations & Construction: The University and Housing & Residence Life are continually engaged in construction and renovation projects for our university community and residence buildings. If needed, You will receive additional communication from Housing & Residence Life or from campus facilities about projects impacting students, faculty and staff. Housing & Residence Life is not responsible for construction noise or disruptions associated with the construction sites.

9.17 Pest Control Policy: Failure to notify or take immediate action regarding maintenance and pest control issues on University property may result in charges to your Account for damages, repairs, and services. You shall follow all University directives in order to eradicate pests, including bed bugs. This may include room preparation, clothes laundering, and leaving the Room for a period of time. You are responsible for all damages caused by You resulting from your following of these directives and You shall pay all associated costs. You will not be relocated as this may result in pests being carried to a new room. You are not entitled to any refund of Residence Fees.

9.18 Repair and Replacement Charges Guide Online: The Repair and Replacement Charges Guide can be found online at: <http://www.ryerson.ca/housing/current-students/fees/repair-and-replacementcharges.html>.

9.19 Personal Conduct: All Residents are expected to comply with the University's Senate Policy 61: Student Code of Non-Academic Conduct, found at: <http://www.ryerson.ca/senate/policies/pol61.pdf>, the Housing & Residence Life Community Standards, and the University's Discrimination and Harassment Prevention Policy and Sexual Violence Policy, found at <http://www.ryerson.ca/policies/>. Harmful, illegal, abusive, threatening, or dangerous behaviors are strictly forbidden. Housing & Residence Life expects all Residents to conduct themselves in a civil and respectful manner at all times.

9.20 Serious Harm/Danger: If a Resident engages in harmful behavior, or behavior 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, cutting, abusive behavior, etc.); or, where a pattern of behavior by a Resident is sufficient to create significant disruption to other Resident(s), Housing & Residence Life reserves the right to terminate the tenancy of that Resident.

9.21 Health and Wellness: All Residents have a responsibility to take reasonable care of themselves. In the event of a health related emergency, please contact Ryerson Security or 911 immediately. Residents who have become ill or sick are expected to take reasonable steps to seek treatment from a medical professional. Ill or sick Residents may inform a Residence Advisor of their illness, who may refer the Resident to the University's medical centre or contact emergency services.

10.0 Housing & Residence Life Community Standards

10.1 Documents Governing Conditions, Guidelines & Policies: The Housing & Residence Life Community Standards (the “Standards”), found online at <http://www.ryerson.ca/housing/current-students/living-in-residence/community-standards.html> form a part of this Agreement. You shall abide by the policies outlined in the Standards as well as all other applicable University and department policies and all municipal, provincial, and federal laws.

10.2 Documents Governing Specific Communities: The Resident acknowledges that specific communities within the Residences may create and self-administer additional documents for governing that community (i.e. Living/Learning Community Contracts, floor contracts, Residence Council documents, etc.). Residents in those communities agree to abide by the additional documents. The documents are in addition to this Agreement and the terms in the additional documentation do not amend or replace any part of the Agreement or the Standards.

10.3 Support and Prevent Breaches to the Standards: You shall not directly or indirectly cause, or fail to take reasonable steps to prevent, a breach of the policies outlined in the Standards either in person or virtually via the internet, including social media.

10.4 Commitment to Community: You shall act in a responsible manner so as not to compromise your own safety or endanger the health and safety of others either in person or virtually via the internet including, social media. Housing & Residence Life reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.

10.5 Notifying Emergency Contact: You hereby authorize Housing & Residence Life to contact your emergency contact in the event of an emergency situation, as determined in the sole discretion of Housing & Residence Life.

10.6 Commercial Activity Prohibited: You are not permitted to engage in any commercial activity in any Rooms, Shared Areas, or Common Areas without written permission from Housing & Residence Life.

10.7 Observe and Record Behaviour: Housing & Residence Life 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.

10.8 Residence Appeals Policy: The full residence appeals policy can be found online: <http://www.ryerson.ca/housing/current-students/living-in-residence/community-standards/>

11.0 Indemnity, Liability, and Insurance

11.1 Indemnity: You shall indemnify and hold harmless the University and Housing & Residence Life from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with your use and occupancy of the Room, Shared Areas, or Common Areas, or any other part or parts of the Residence.

11.2 No Liability: The University assumes no liability, 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 (e.g. loss of utilities).

11.3 Personal Insurance: Residents are required to obtain tenant insurance to cover their personal belongings and public liability during the term of the residence agreement and any renewals or extensions thereof, at their own expense. It is recommended that coverage for loss or damage to personal property be on an "All risks" basis. Such insurance shall be subject to the terms, conditions, deductibles and exclusions that are usual and customary for this type of insurance. Housing & Residence Life does not purchase protection for personal property

12.0 Notice and Communications

12.1 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, Ryerson electronic mailbox or email or by way of posting such notice on the entry door to the room occupied by such Resident.

12.2 Providing Notice to Housing & Residence Life: Any notice required to be given to Housing & Residence Life hereunder shall be deemed to have been properly delivered by delivery of such notice to:

Housing & Residence Life
Pitman Hall Residence
160 Mutual Street,
Toronto, ON M5B 2M2

12.3 Notice of Collection - Protecting Your Privacy: Pursuant to Section 39(2) of the Freedom of Information and Protection of Privacy Act ("FIPPA"), the information in the residence contract and on the residence application form is collected under the authority of the Ryerson University Act and is needed to process your application and fees for residence as well as to facilitate your "intellectual, social, moral, cultural, spiritual, and physical development" while living in residence and other related or consistent purposes. All personal information that is collected is used, stored, and destroyed in accordance with Ryerson University's Information Protection and Access Policy. If you have questions about the collection, use and disclosure of this information by Ryerson University please contact the Housing & Residence Life Office, Pitman Hall, Room PIT-100, 160 Mutual Street, 416-979-5284, email: housing@ryerson.ca.

12.4 Notifying Housing & Residence Life of Unforeseen Circumstances: You are responsible for informing Housing & Residence Life in writing of any unforeseen events or circumstances that prevent You from meeting any part of the Residence Agreement.

13.0 General

13.1 Time is of the Essence: Time is of the essence and no extension or waiver operates to amend this provision. It is essential that You deal with your obligations as a Resident or in a situation in accordance with any assigned deadlines, particularly situations which affect your academic performance or standing in the Residence. Additional penalties, late fees or other remedies may apply as result of any delay.

13.2 Force Majeure: To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement 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 Agreement due to a strike by its employees and/or any other form of job action or labour unrest or an occurrence that renders fulfillment of the agreement impossible. Housing & Residence Life reserves the right to require Residents to immediately vacate their Residence Room if a situation occurs in which safety measures are compromised.

13.3 Status as a Ryerson Student: Only Ryerson students enrolled in a full course load of classes can apply for and live in the residences.

13.4 Survival: All of the provisions which by the nature of the rights or obligations might reasonably be expected to survive, survive the expiry or termination of this Agreement.

13.5 Severability: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision is to be removed from the Agreement without affecting any other provision in this Agreement.

13.6 Assignment: You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the University.

13.7 Questions to be Addressed before Signing: Each Resident is responsible for seeking out clarification of any information they do not understand in the Agreement, appendices and Housing & Residence Life Community Standards BEFORE they sign below. Questions may be directed to the Housing & Residence Life office by phone 416-979-5284, sending an email to housing@ryerson.ca or stopping by our office in Pitman Hall during business hours.

13.8 Photo/Video Release: The Resident hereby grants the University and all those acting on its authorized behalf the right to record or transfer images of their person and/or material to film, tape or other formats for instructional, non-commercial and/or educational purposes. If the Resident does not grant the right to record or transfer images of their person, the Resident must contact the Housing & Residence Life in writing BEFORE signing.

13.9 Residents Under the Age of 18: Where the Resident is under the age of 18 years, the Residence Agreement must be signed by the parent or legal guardian of the Resident. 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 Agreement including, but not limited to, payment of all Residence Fees.

13.10 Communicate by Email: Housing & Residence Life conducts its correspondence with you by email. The email address that you supplied with your application to the University will be used until your University email 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.

13.11 Official Communication and Documentation: Housing & Residence Life uses numerous tools to communicate (i.e. phone, email, social media, websites, etc.) with the Resident. Many of these communication tools are used as courtesy communication (i.e. facebook, twitter, etc.). Official communications will only be delivered via Ryerson email or through the eRezLife portal.

13.12 Information Sharing with Elections Officials: 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 officials in order to establish an accurate voter's list.

13.13 Online Electronic Acceptance of Contract: Submitting an online application through the residence application portal, eRezLife, officially indicates that you understand and agree to the terms and conditions of this Agreement and the 2019-2020 Housing & Residence Life Community Standards.

13.14 Governing Law: This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

13.15 Enurement: This Agreement enures to the benefit of and is binding on the parties hereto and their respective successors and permitted assigns.

Appendix B: Meal Plan Terms and Conditions

14.0 Residence Meal Plan Terms and Conditions – August 2019 to April 2020

14.1 Residence Meal Plan Term: The Residence Meal Plan Program (“Meal Plan”) is valid from August 25, 2019 to April 25, 2020.

14.2 Mandatory Meal Plan: Residents living in the Daphne Cockwell Health Science Complex residence (DCC), International Living Learning Centre (ILC), and Pitman Hall (PIT) (“You” or “Residents”) must purchase a Meal Plan offered by Ryerson University (“Ryerson”).

Meal Plans are activated onto the Resident's OneCard as per the schedule below:

Fall 2019 Semester: August 24, 2019 to December 14, 2019

Winter 2020 Semester: January 6, 2020 to April 25, 2020

(For calculation purposes, Meal Plans are based on weekly periods of Monday through Sunday)

14.2.1 Meal Plan Assessments: Residents must purchase the following applicable Meal Plan. DCC and Pitman Hall Suites Residents have the option to purchase a 7 Day Plan instead of the 5 Day Plan.

DCC and Pitman Hall Suites Residents Only - 5 Day Plan (Monday through Friday)

Fall 2018 Semester: \$TBD (Meal Plan) plus \$TBD (Flex Dollars) = \$TBD

Winter 2019 Semester: \$TBD (Meal Plan)

Total Assessment: \$TBD

All other Residents in Pitman Hall, and the ILC, including any DCC and Pitman Hall Suites Residents who wish to upgrade - 7 Day Plan (Monday to Sunday)

Fall 2018 Semester: \$TBD (Meal Plan) plus \$TBD (Flex Dollars) = \$TBD

Winter 2019 Semester: \$TBD (Meal Plan)

Total Assessment: \$TBD

14.3 Meal Plan: Ryerson offers an all-you-care-to-eat Meal Plan of either, five (5) days (for DCC and Pitman Suites Residents only - Monday through Friday), or seven (7) days (Monday to Sunday) (for all other Residents, including any DCC and Pitman Hall Suites Residents who wish to upgrade their Meal Plan). Ryerson will also provide Flex Dollars, which are separate from the Meal Plan, as a declining balance program that can be used at a variety of food outlets on campus (locations are outlined in section 14.9 below), including the ILC and the Pitman Hall dining halls, during the Term.

14.4 Meal Plan Procedure: The Meal Plan is not transferable in any part to any other person, and can only be used by the Resident. You must present your OneCard to the cashier at the time of entering the ILC or Pitman Hall dining halls so that the Resident's OneCard can be swiped to validate the current user of the Meal Plan. All meals must be consumed in the dining hall and no food is to be taken out. Once the Resident's OneCard is swiped at one of the dining halls, there will be a thirty (30) minute lock out time before the OneCard can be

swiped again. If the Resident leaves the dining hall before the lock out period has lapsed, they must wait until the lock out period is over if they want to gain access to either of the dining halls again. Residents have an option to purchase a prepared take-out lunch at the Pitman Hall dining hall. If Residents choose such option, their OneCard cannot be swiped again between 11:00 AM and 2:00 PM of that day in the dining halls for either another prepared take-out lunch or the all-you-care-to-eat option. Residents may use their Flex Dollars to enter the dining halls or use their Flex Dollars to pay for another person to enter the dining halls.

14.5 Meal Plan Refunds:

(a) If the Resident moves out of residence or withdraws from Ryerson before the dates listed in section 14.5(b) below, a portion of the assessment of the Meal Plan may be refundable. Refunds will be based on weekly periods. If the move out happens once a weekly period has started, the calculations will be based on the next weekly period. Any refund value will be credited to the Resident's RAMSS Account. This also applies to any balance remaining in the Residents' Flex Fund Account. A \$100.00 administrative refund fee applies.

(b) Notwithstanding (a), there will be **NO REFUNDS** of the Meal Plan value if the Resident decides to move out of residence or withdraw from Ryerson after:

Fall Semester: November 15, 2019

Winter Semester: March 27, 2020

Upon request, Residents who move out of residence but remain as students at Ryerson may be able to continue to use their Meal Plan until the end of the current semester. Residents will also be able to use their Flex Dollars until the end of the Term upon request to the OneCard Office.

14.6 Unspent Meal Plan and Flex Dollars:

Meal Plan: The Meal Plan is non-refundable and expires in totality at the end of the Term. There is no carry over of value between semesters and academic years.

Flex Dollars: Balances on the Flex Dollars portion remaining at the end of the Term can be claimed for a refund or can be transferred to an RU Eats Fund to carry over into the next academic year. At any point after the initial Term has expired, the Flex Dollars balance can be refunded through the OneCard Office as set out at <https://www.ryerson.ca/university-business-services/onecard/manage-your-onecard/refunds/>.

14.7 Administration Fee: All Residents are required to submit a \$30 non-refundable Administration Fee with a signed Residence Agreement to Ryerson.

14.8 OneCard: Lost, stolen, or damaged OneCards must be reported to the OneCard Office immediately. A fees of \$35.00 shall be levied for replacement of lost, stolen, or damaged OneCards.

14.9 Locations: Flex Dollars funds can be used at the following locations:

- (a) Jorgenson Hall: The Hub Café
- (b) Pitman Hall Dining Hall
- (c) ILC Dining Hall
- (d) Oakham House Café and Ram in the Rye
- (e) Student Learning Centre: Starbucks
- (f) Centre for Computing and Engineering, 1st Floor Café: Ryerson Eatery and Coffee
- (g) Mattamy Athletic Centre: Concessions and RAMS Café
- (h) Balzac's

- (i) Ted Rogers School of Management, 7th Floor Café: Ryerson Eatery and Coffee
- (j) Library Bridge Café: Ryerson Eatery and Coffee

14.10 Hours of Operation: Ryerson Food Services reserves the right to determine the hours and days of operation for all food service facilities and will endeavour to notify Residents at least two (2) weeks prior to changes, through posting in the food service facilities, of any changes.

Appendix C: 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 indicate you agree to the terms and conditions of the Ryerson OneCard.

15.0 Ryerson OneCard Contract

15.1 I agree to allow the OneCard Office to share my personal Information and photograph with Housing & Residence Life Office and Canadian Student Communities Inc. (CSCI) for use in the production of my Residence identification card and in the HOEM portal system for building access control.

15.2 I have read and understand the Protection of Privacy Statement below and agree to its terms as it relates to the Ryerson OneCard and Housing & Residence Life.

Protection of Privacy:

In accordance with Section 39(2) of the Freedom of Information and Protection of Privacy Act, RSO 1990, c. F.31 ("FIPPA"), the information on this form is collected under the authority of the Ryerson University Act, 1977, and is needed to process your application for your Ryerson University ("Ryerson") OneCard. [Your OneCard is your campus identification card, your Library Card, your on-campus debit card, your door access security card and your card to access various services such as but not limited to the Athletic Centre(s). etc]. Your account and personal information will be kept strictly confidential between Ryerson OneCard Office and Ryerson and may be shared within Ryerson or with third parties under the following circumstances:

1) Your Student OneCard photograph may be used for class list purposes and Housing & Residence Life residency and as identification for the purpose of participating in coursework, including exams.

2) Your OneCard photograph may be used to identify you if you appear as a person of interest in video surveillance footage used by Ryerson Security and Emergency Services. The footage from the surveillance cameras is used for community safety purposes. Please note that some of Ryerson's surveillance cameras appear in buildings where Ryerson shares space with other non-university tenants and under certain circumstances related to health and safety or law enforcement matters Ryerson may share this information with the building owners or tenants.

3) Your OneCard photograph will be shared with Athletics if you are a student and for faculty and staff, only if you decide to become a member. Athletics will use the photograph to facilitate and support membership services, identity management, and members' health and safety.

4) Use and disclosure of your OneCard photograph is otherwise limited to the uses and disclosures permitted by FIPPA sections 41, 42, and 43, which includes 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 Please refer to the OneCard website for any updates to the Protection of Privacy statement. <http://www.ryerson.ca/onecard/usingthecard/terms.html>

15.3 I understand that if I have accepted the Residence Offer of Accommodation and entered into the Residence Agreement that my information will be used to generate my Ryerson OneCard, for which I need to apply for and supply my photo online between June 1, 2019 and no later than August 15, 2019 at www.ryerson.ca/onecard.

15.4 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.