

RESIDENCE AGREEMENT BETWEEN:

THE KING’S UNIVERSITY  
of the City of Edmonton, in the Province of Alberta  
(hereinafter called the “University”)  
-and-

\_\_\_\_\_ (Name)  
(hereinafter called the “Resident”)

\_\_\_\_\_  
(Please specify which occupancy: Towers, Suites, or Apartments)

1. TOWER ROOM AND BOARD

The University hereby agrees to provide a personal study bedroom (“Room”) and food services (“Board”) within its residence community. The Resident, who is a registered student at The University, agrees to rent shared furnished residential accommodation in the Student Residence at 9125 50 Street, NW Edmonton, Alberta and to purchase a Prepaid Food Services Account. This accommodation is entitled “The Tower.”

TOWER ROOM SUITES

The University hereby agrees to provide a personal study bedroom (“Room”) within its residence community. The Resident, who is a registered student at The University, agrees to rent shared furnished residential accommodation in the Student Residence at 9125 50 Street, NW Edmonton, Alberta. This accommodation is entitled “Tower Suites.”

APARTMENT ROOM

The University hereby agrees to provide a personal study bedroom (“Room”) within its residence community. The Resident, who is a registered student at The University, agrees to rent shared furnished residential accommodation in the Student Residence at 4915 – 91<sup>st</sup> Ave, NW, Edmonton, Alberta. This accommodation is entitled “The Apartment.”

2. OCCUPANCY

- a. Occupancy of the **Tower Room and Tower Suites is restricted to the Resident**, plus one additional roommate if double room occupancy applies. Occupancy of the **Apartment Room is restricted to the Resident**.
- b. Any guest of the Resident staying **fourteen days cumulative or longer** without the University’s written consent, shall be considered occupying the Room in violation of this Agreement. Students are not permitted to host an overnight guest during Orientation Week. During final exam periods guests are permitted **ONLY** for academic/study purposes. An overnight guest may not stay for a period of longer than 3 consecutive nights or stay overnight in residence for more than 10 days in a semester. During summer months, a guest may not stay more than 10 days in the four-month period from May 1 to August 30 (comparable to the time in a semester.) This limit is applied to the guest and is not reset by staying in a different room, suite, or apartment.

Residents **must obtain** written permission from the Community Life Coordinator for overnight guests staying longer than this limit.

- c. **The Resident agrees not to assign or sublet the Room.**
- d. The University shall assign to the Resident the Room that is the subject of this Agreement and reserves the right to re-allocate rooms or re-assign roommates if the need for re-assignment arises.
- e. **The Resident takes responsibility for obtaining personal content insurance.**

### 3. **TERM**

The occupancy covered by this agreement shall commence at **9:00 am** of the 26<sup>th</sup> of August 2024 for Tower Residents and 27<sup>th</sup> of August 2024 for Apartment Residents. This agreement expires 24 hours after the **Resident's last final exam**, or by **12:00 pm** of the 30<sup>th</sup> of April 2025, whichever is sooner. \*Note that this is an 8-month agreement which includes both accommodation and food services. The Resident shall not occupy the **Room** at any other time without the prior authorization of the Community Life Coordinator and prior payment of fees, if any, as determined by Conference Services, for the time period authorized.

\*\*The food and university services are closed for Christmas break between December 23<sup>rd</sup>, 2024 till January 6<sup>th</sup>, 2025. Upon notification to the Community Life Coordinator, graduating students may extend their occupancy until **12:00 pm of May 4<sup>th</sup>, 2025**, the day following Spring Convocation Graduation, but may be assigned to another Room for the extended period.

### 4. **FEES**

In consideration of the occupancy being granted the Resident shall pay in advance Room and Board fees (if applicable depending on your residence occupancy). Half of the Room and Board fees may be deferred until January. **The Prepaid Food Services Account is for the duration of eight months, and is payable in advance, with half deferred until January, if desired. Balances are not refundable.**

### 5. **THE UNIVERSITY'S OBLIGATIONS**

The University shall:

- a. Provide shared residential accommodation for the duration of the Term of the occupancy;
- b. Provide supervision of the Residence by the Community Life Coordinator and Community Care Leaders when the Residence is open during the academic year;
- c. Provide utility services including heat, power, water, Wi-Fi;
- d. Take such steps as may be required to preserve the Resident's quiet enjoyment of the premises as outlines in The King's University Residence Life Community Living Standards; and
- e. **Perform cleaning checks on the Room**, to be conducted up to **3 times** in each semester by the Community Care Leaders and Community Life Coordinator to ensure that the Room **is clean and in orderly condition**;
- f. **Reserve the right to make routine maintenance and safety inspections** and to enter a Room without prior notification and/or permission when there is reason to believe there is a violation of university, municipal, provincial or federal regulations/policy. **This includes the right to seize any property deemed to be involved in any illegal activity, and/or property in violation of any University policy.**
- g. During the winter season when there is an extreme cold warning coming and in effect, the University reserves the right to enter a room without prior notification and/or permission to remove the window knobs as to prevent windows being left open and exposing the rooms' pipes from being frozen and being destroyed.

6. THE RESIDENT'S OBLIGATIONS

The Resident shall:

- a. Pay **all fees** as required by the Agreement and other services, as may be required;
- b. Abide by the terms of The King's University Residence Life Community Living Standards (attached to this Agreement), a copy of which is hereby acknowledged as having been received and as modified from time to time;
- c. **Not do or permit anything to be done in the Room or elsewhere in the Residence that is not legal, is a nuisance or danger to anyone in the Residence, or causes or could reasonably cause damage to a person or property in the Residence;**
- d. Maintain the Room in a **clean and orderly condition;**
- e. **Be liable jointly and severally with others,** if any, sharing the Room for any loss or damage caused to the Room including furnishings, fixtures and any equipment;
- f. **Be liable jointly and severally with other residents** of the Residence for any loss or damage caused to the common areas of The Tower Residence including furnishings, fixtures and any property of the University contained therein;
- g. **Be liable for the conduct of any of the Resident's guests** anywhere in the Residence;
- h. Report any damage or vandalism caused to the Room or common areas of the Residence to the Community Life Coordinator
- i. **Vacate the Room on or before the last day of the Term of occupancy** and deliver key/fob to the Community Life Coordinator;
- j. Upon vacating the Room, leave the Room in **clean condition and in good repair;** and
- k. In the event that damage has occurred during the Term, reasonable wear and tear excepted, pay to The University such sums as may be required to repair such damage.

7. TERMINATION

- a. Should the Resident voluntarily withdraw or be asked to withdraw for reason of academic disqualification, from enrolment at the University prior to the start of the Winter term, this Agreement shall terminate immediately, and the Resident shall vacate the premises within **seven (7)** days of their withdrawal. No credit will be granted to the Resident's account for Residence Association fees. Room and unused Board fees applicable to the Winter term only, if any, may be credited to the Resident's account.
- b. Should the Resident voluntarily withdraw from enrolment at the University during the Winter term, this agreement shall terminate immediately, and the Resident shall vacate the premises within **seven (7)** days of their withdrawal. No credit will be granted to the Resident's account for any fees paid under this Agreement.
- c. Should the Resident be asked to withdraw from enrolment at the University for reasons of conduct, this Agreement shall terminate, and the Resident shall **vacate the premises immediately.** No credit will be granted to the Resident's account for any fees paid or payable under this Agreement. Amounts previously deferred for payment to January will become due immediately.
- d. Should the Resident "substantially breach" the terms of this Agreement or "abandon" their occupancy of the premises, this Agreement shall terminate immediately, and the Resident shall vacate the premises immediately. No credit will be granted to the Resident's account for any fees paid or payable under the Agreement. Amounts previously deferred for payment to January will become due immediately.
- e. Should the Resident obtain the consent of the University to terminate this Agreement for medical reasons (based on a medical certificate), compassionate or other grounds, the Resident shall vacate the premises with **seven (7) days** of obtaining consent. While such consent does not

entitle the Resident to a credit for any fees paid or payable under this Agreement, the University may credit a portion of Room fees applicable to the period remaining in the Term.

- f. Upon termination of this Agreement, the University shall have the right to rent the accommodation to another Resident.

For the purpose of this Section **“substantially breach”** shall include:

- i. Failure to pay fees due under the Agreement; and
- ii. Conduct that violates the provisions of the Residence Life Community Living Standards and as determined by prescribed enforcement procedures.

**“Abandon”** shall mean to cease to inhabit the premises for a period in excess of fourteen (14) days without arrangements being made with the University regarding this absence.

8. NOTICE OF TERMINATION

The University shall serve a Notice of Termination on the Resident by personal service or by posting a Notice of Termination on the door of the Room in which the Resident resides. In the case of abandonment by the Resident of the premises, such Notice may be served by mailing such Notice to the Resident at a forwarding address if provided by the Resident. If the Resident has not provided a forwarding address such Notice is hereby waived.

9. Break the Lease

I understand that **any student who withdraws from Residence during the academic year or is asked to withdraw from residence** will be responsible for the **\$500 break the lease fee** that will be charged into their account. Any reasons to waive this fee must be reported to the Community Life Coordinator who will then communicate it to the Dean of Students for the final decision.

10. WAIVER

The failure of either party to enforce at any time the provision of this Agreement, or to exercise any option which is herein provided or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed as a Waiver of such provisions, nor in any way to effect the validity of the Agreement, or any part thereof, of the right of either party to thereafter enforce each and every such provision.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
RESIDENT NAME (PRINTED)

\_\_\_\_\_  
WITNESS NAME (PRINTED)