

2011/2012 Contract

1.0 Introduction

1.1 General

In order to live in residence, you are required to sign a contract with the University of Guelph, Kemptville Campus. The contract is comprised of two parts: an Application for Residence/Residence Contract (hereafter referred to as the Application/Contract), and this document, in which the terms and conditions of the Contract are described in detail.

Please read this document carefully before forwarding your Application/Contract to the Campus. You and Residence Services will be held accountable for the terms and conditions outlined herein. Off campus students are encouraged to read this contract as well. If they choose to visit residence it will certainly help if they know the rules/policies.

1.2 Contract Period

Your residence agreement is for two semesters (the fall and winter semesters) unless you qualify for a one semester contract i.e. the one semester certificate course. The Winter Break and Spring Break period is usually excluded from your contract.

There is a charge for terminating your contract; see Section 4.3 for details.

2.0 How to apply

2.1 The Application

A. Complete the Application/Contract that is provided with this document. If you have any questions contact the Residence Supervisor at 613-258-8246 ext. 61246, or the Admissions Office at 613-258 - 8336 ext. 61335. Please answer ALL questions on the application.

B. After satisfying yourself that you agree to the terms and conditions of the contract, as outlined in this document, authorize the Application/Contract where indicated.

C. Send your Contract and a **certified cheque or money order payable to the University of Guelph- Kemptville Campus in the amount of \$500** to: Student Accounts, Kemptville Campus, P.O. Box 2003, Kemptville, ON K0G 1J0

Applications received without a deposit will not be processed. The residence deposit is an indication of good faith that you intend to enter residence and fulfil the obligations of the residence contract. **Cancellation of your Contract will result in forfeiture of all or part of your residence deposit.** Please ensure that you are familiar with Section 4.3 on deposit forfeiture.

2.2 Application Deadlines

It is important to apply for residence as early as possible. **For returning students the deadline is March 4th, 2011**, for new students entering semester one the deadline is June 2nd. 2011. If you apply by these dates you are GUARANTEED accommodation. Applications are still accepted after this day, but accommodation cannot be guaranteed.

2.3 Eligibility

To be eligible for residence admission, and to maintain eligibility for residence accommodation, you must meet the following requirements:

A. You must have received an offer of academic admission from Kemptville Campus as a full-time student and must be registered accordingly. Part-time students may also apply for residence, but are eligible for accommodation ONLY after all eligible full-time students have been housed. Students planning to change from full-time to part-time status during or between semesters must contact Administration to determine if they may retain their residence accommodation. ****Students who have had a difficult time following to residence rules in their first year may not be granted accommodations in their second year.**

B. You must have submitted payment for the applicable residence deposit, as detailed in Section 2.1.

C. You must have signed and submitted an Application/Contract.

D. You must have paid all previous charges for damages, fines, etc.

E. You must not have been barred from living in residence by either the Campus Judicial Committee or Residence Services.

2.4 Preferences

Roommates: You are welcome to elect to room with a friend. To arrange this, **BOTH** Application/Contracts can be returned together OR insure your preferred roommate has also selected you on his/her form as his/her roommate of choice. Roommates must be of the same gender.

Room types: New students are normally assigned to double rooms although a limited number of single rooms may be available. In some cases, students may be placed in temporary rooms until a regular room assignment becomes available or they may be relocated. Wherever possible, the student will be advised of this in advance. Relocations from temporary space to regular assignments are made as quickly as possible. Overall, there is a chance a student may have to relocate to another room or zone based on the supervisors discretion.

2.5 Room Assignment Priorities

Kemptville Campus will assure you of residence accommodation if you will be a full-time new student. See 2.2 of this

contract.

3.0 Fees

3.1 Residence Fees

Please note: The 2011/2012 fees have not been set. The fees below are from 2010/2011 and should help give you an indication of our residence costs.

Per Semester

Double room	\$1,256.50
Single room	\$2,406.50

NOTE: The above rates are for the regular diploma programs. The rate for other programs will vary depending on the duration of the programs at approx. the weekly rate of **\$98 for a double room and \$184 for a single room.**

3.2 Payment Schedule

Your residence fees must be paid prior to the beginning of each semester, together with other Campus charges for tuition, meal plans, sundry fees etc. For your convenience, all fees are paid through the Admissions Office.

Residence Fees and Payment Schedule

Room	Double	Single, if available
Deposit	\$500	\$500
Fall - August	\$1,256.50	\$2,406.50
Winter - January	\$756.50	\$1,906.50
Total 2 semesters	\$2,513	\$4,813

Your residence fees for the fall and winter semesters are paid in three installments, as shown in the above schedule.

3.3 Other Charges

In addition to the housing charges outlined in Section 3.1, you will be charged:

A. Meal Plans. You are required to purchase a residence meal plan if you stay in residence. The price for a 14-meal (per week) contract is **\$1,240** per semester. *Subject to change.

B. Supplemental Meal Plan (Optional). Students may purchase additional meal/snack dollars for after hours or weekends use at Diggers (lunch bar). This fee is non-refundable. For additional information and for the terms and conditions of this offer please see the special enclosure in this package.

C. Other Charges. Other charges may be made for damage repairs, improper check-out, or keys not returned, etc.

D. High Speed Network Connection and phone line are included in your residence fees. See enclosed information sheet for minimum PC configuration and other related information.

4.0 Terminating Your Contract

4.1 Commencement of Contract

Your application becomes a contract when a room assignment has been made in accordance with the information on your Application/Contract.

4.2 Termination by Kemptville Campus

Depending upon the circumstances termination of the residence contract by the Campus may result in per diem accommodation charges and/or partial or full forfeiture of the residence deposit.

Termination of the contract by the Campus may result from any of the following events:

A. You fail to check into your room at noon on the first day of classes in each semester.

B. You withdraw academically from the Campus and have completed the necessary withdrawal forms. You must notify Residence Services of your withdrawal, as well as the Admissions Office.

C. You become academically ineligible to continue at the Kemptville Campus.

D. You are unable to meet the Student Financial Services requirements for the payment of residence fees.

E. The Campus Judicial Committee or Residence Services bars you from living in residence.

F. You elect not to accept the room that was assigned to you, where the room assigned was in accordance with the information on your Application/Contract, and where you will not accept the Campus's offer of alternate rooms from its empty bed inventory.

G. You cause or allow damage to be caused to your room or its Campus supplied contents.

H. You are evicted from residence. If the Campus terminates the contract, forfeiture of residence deposit will result without prejudice to the Campus's right to claim for other losses, damages, etc.

I. You fail to pay any overdue fees or charges, or this contract is terminated by the Campus as a result of any breach by you.

4.3 Termination by you/Forfeitures

If you terminate your Application/Contract

for any reason, you shall forfeit all or part of the residence deposit, depending upon the date that the cancellation is received. Termination of the Fall/Winter contract after the start of the Fall semester will result in forfeiture of the entire \$500 deposit, and per diem charges will be applied as well. In the event your deposit has already been applied to your fees or has not been submitted it will be subjected to the University collection procedure, a \$500 charge will be added to your account.

Please note that all terminations must be in writing.

Termination deadlines and refunds are as follows:

Date Termination Received	Forfeiture Amount
Before May 1	\$100
May 1 to May 31	\$150
June 1 to June 30	\$200
July 1 to Aug. 15	\$ 250
August 15 to opening day	\$500 /per diem
After	No Refund

Under most circumstances, a full refund of the deposit is not possible. However, if the Campus informs you that you are academically ineligible to attend (required to withdraw), a full refund of the residence deposit is made. Eviction from residence will result in forfeiture of the residence deposit.

If you believe that you should receive exemption from the forfeiture regulations, e.g. for medical reasons, you should submit an appeal, with supporting documentation, to Residence Services.

4.4 Vacating residence after termination

If your contract is terminated, you are required to vacate your residence room no later than 12 hours after the date termination.

Refunds of residence fees are calculated from the date on which proper check-out procedures (keys returned, check-out form signed, room inspection completed, personal property removed, etc) have been completed.

If you wish to terminate your contract, please contact the Residence Supervisor to ensure that the necessary procedures are completed.

If you are required to withdraw you must vacate your room and check out of residence a week before classes start, or the dates posted by the Residence Supervisor.

4.5 Refunds

Allowable refunds are calculated at a **weekly rate for all unused full weeks** and are credited to your account with Student Financial Services. In any event, refunds are not allowed for termination on or after the last day of classes each semester.

5.0 Student Rooms

5.1 Responsibility for Contents

You are provided with a room inventory form at check-in. Please complete it carefully. The completed form is retained by us as a check against loss or damage to the room or its contents. Taking possession of the room, or failure to submit a room inventory form, shall be conclusive evidence that the room and its contents were in satisfactory condition and repair on the date possession was given.

We hold you financially responsible for any damage or losses to your room or its contents, and also for the cleanliness of the room upon vacating.

In some circumstances, you and the other students in your building or section may be accountable for damage/uncleanliness to that building or section. We encourage all students to report when others are damaging things so that the section or building is not charged.

You will be invoiced for losses, damage, special cleaning or maintenance required as a result of your period or residency.

If you have been asked to vacate your room - any property left in a residence room longer than 24 hours from the requested date is considered to be abandoned and will be removed at a cost of \$100 to you. We do not accept responsibility for the storage or safekeeping of property abandoned in residence rooms.

Damage to the room or its Campus-supplied contents may result in a termination of this contract by the Campus.

5.2 Rights Reserved by Residence Services

Residence Services subscribes to the principle that residence students are entitled to enjoy a reasonable right to privacy in residence rooms. It reserves, however, the right to enter rooms if residence rules are in question, to terminate contracts, repossess rooms or reassign students to other rooms and to effect other steps necessary and advisable for the safety, security and well being of other students and Residence assets.

Residence Services reserves the right to amend residence rules and responsibilities, to alter all fees and deposits contained in this contract at any time, and to place applicants on waiting lists wherever necessary.

5.3 Subletting

You are prohibited from subletting your residence room, or from permitting its use by others.

5.4 Commercial Use

The use of a residence room, mailbox, telephone or data connection for any commercial purpose is prohibited.

5.5 Liability for Room Contents

Notwithstanding anything to the contrary, Kemptville Campus, the University, its officers, directors, employees and others for whom it is in law responsible are not liable, directly or indirectly, for loss or theft of personal property, or for damage or destruction of such property by fire, water or other cause, however caused. The Campus strongly recommends that you obtain insurance against such eventualities. We do not purchase such protection for your property. Coverage can often be obtained through a "rider" on your family's tenant or homeowner insurance policy, which should include liability coverage* for injury or damage.

*Liability coverage helps provide protection for you and/or your parents, from claims from other students or the Campus for damage or injury that may have been accidentally caused by you.

5.6 Telephones

Abuse of the residence telecommunications system may result in termination of your service and, depending on the nature of the abuse, may result in termination of the housing contract and/or charges under Student Rights and Responsibilities and/or criminal charges being lodged against you.

5.7 Residence becomes uninhabitable

In the event that the premises are declared by the Campus to be uninhabitable following a fire or for any other reason, this Residence Contract will be automatically terminated and the residence fees reimbursed on a pro-rated basis.

5.8 Keys

For the protection of your personal possessions, you are advised to LOCK your door when leaving your room. Lost keys should be reported immediately to the Residence Supervisor. **If you lose your key, current key and core replacement charges will apply.**

5.9 Transfers

You are not permitted to transfer or change rooms without receiving written permission from Residence Services.

6.0 Residence Behaviour & Responsibilities

6.1 Residence Staff

Residence Services employs professional support and student staff in the residence buildings. They act as resource personnel and agents of Residence Services and are responsible for ensuring that you abide by the following rules and regulations, in addition to the Student Regulations for the betterment of the residence environment.

You must clearly and honestly identify

yourself to, and cooperate with, Resident Services staff and other Campus personnel when asked to do so.

6.2 Rules **

The following rules are established as minimum standards to help maintain vital residence communities. They are designed to support the values that are outlined in the Student Rights and Responsibilities document:

A. You have the privilege of enjoying social activities as long as they do NOT conflict with the rights of other students to pursue academic endeavors.

B. You are required to maintain your room in compliance with provincial and municipal regulations.

C. When notified of fire or other emergencies in the building, you MUST immediately leave the building and remain outside until permission to re-enter is given by Residence personnel. Failure to comply may result in eviction from residence and termination of this contract.

D. The following practices and activities are **prohibited** throughout the residence system:

1) discharging, tampering with or operating any fire prevention or detection apparatus for any reason other than to control fire. These activities may result in immediate eviction from residence;

2) tampering with electrical, mechanical, security or Internet services, telecommunications equipment, vending, laundry machines, and any other residence equipment;

3) being on the roof of any residence except in emergencies. Any student found to be on the roof of any residence building may be subject to immediate eviction from residence;

4) throwing or dropping anything from windows or roof tops;

5) participating in potentially destructive activities that may cause personal injuries or property damage, e.g. pranks, water fights, indoor sports or using roller blades or bicycles in the building;

6) entering another resident's room or disturbing and/or removing another resident's property without the permission of the resident;

7) bringing in any form of weapon or keeping firecrackers, gunpowder, flammable solvents or other forms of explosive or volatile material in the residences;

8) unauthorized entry or meddling with contents of residence store rooms, offices, residence desks or cafeterias, and possession of unauthorized keys;

9) bringing into or keeping in residence life

forms other than plants;

10) cooking in rooms or using electrical or other cooking appliances, including but not limited to toasters, toaster ovens, hot plates, microwave ovens, etc., except in areas with approved kitchen facilities;

11) keeping bicycles in stairwells, hallways, lounges or other common areas in residence or public walkways;

12) relocating common room, lobby and dining area furniture into other areas or student rooms;

13) using water beds or hot tubs;

14) installing or using satellite dishes or other telecommunications equipment or services not approved by Residence Services;

15) installing or using halogen lamps;

16) engaging in activities for the purpose of obtaining services from Residence Services without making appropriate payment;

17) engaging in activities that compromise the safety and/or security of residents, their belongings, or residence buildings;

18) entering anywhere in residence with motorized vehicles;

19) moving in extra furniture without first obtaining permission from Residence Services;

20) building, erecting, or assembling any additional bed, bunk bed, shelves or any other structure in the student rooms;

21) bringing in a fridge that does not have an energy star rating.

E. **Non-resident students** are prohibited from residing in residences except on an occasional basis and provided the following conditions are met:

1) Each Resident is allowed (1-2) overnight guests per night. Overnight guests are not permitted to stay in Residence longer than 72 hours in any seven day period and at the Supervisors discretion. Guests may not stay in residence repeatedly. The "overnight guest" must be registered with the Residence Supervisor at least 24 hours in advance according to the sign in procedure.

2) You are accountable for your guest(s) at all times and will be held responsible if your guests violate Student Housing Services regulations or Student Rights and Responsibilities. Your guest(s) must be accompanied by you. Guests will be banned for not following rules and you will lose your guest privileges.

3) Residents must personally sign in all guests. Sign in times start 5pm weekdays and all day on weekends.

4) For safety reasons, guests must carry a guest card signed by Residence Services.

5) Guests who cause noise or do not follow residence rules and regulations will be required to leave the residence immediately and will be banned.

6) No overnight guests are permitted during Orientation Week or during the examination periods. Additional guest regulations may be established for particular events or periods of time during each semester.

7) Residence staff reserves the right to refuse visiting privileges to **any** guest.

8) Residence Visiting Hours: Sunday to Thursday from 8 a.m. to 12 a.m., Friday & Saturday from 8 a.m. to 2 a.m. ALL GUESTS must be signed in with the Front Desk. On Pub Nights no visitors are allowed in residence after 12 a.m. Sign in times start 5pm weekdays and are all day on weekends.

F. Individual residence zones may formulate additional rules for their own zones providing such rules are consistent with the rules outlined herein and approved by Residence Services. Any such additional rules are binding on all students.

G. Residence Services reserves the right to remove from residence, with one hour's notice, any student judged to be disturbing others or breaking rules especially during the final examination period at the end of each semester. This also applies to students who continue to break residence rules outside of exams.

H. Students, other than R.A.'s, are required to vacate their rooms within 6 hours of completion of their final examination at the end of each semester. Students must apply to Residence Services for permission to stay beyond the normal date for vacating their rooms.

I. Students are bound by the Laws of Canada and the Province of Ontario, and by College and Residence Services policies. Students will be advised of the policies through the Student Handbook and by residence staff upon arrival to residence. Specific attention should be paid to the following policies.

1) **Alcohol.** Students in residence must abide by laws and policies governing the use and consumption of alcoholic beverages. The following practices are prohibited:

a) consumption of alcohol beverages by underage people or being intoxicated;

b) bringing in containers of alcoholic beverages for mass consumption, i.e. kegs, swish barrels, 5-litre cans, etc.;

c) **bringing in beer beverages in glass bottles;**

d) consumption in public, e.g., lounges, hallways, common rooms, outside;

e) brewing of alcoholic beverages;

f) drinking games and paraphernalia used in unsafe drinking practices;

g) parties held without sanction by Student Residence Services.

2) **Drugs.** You are prohibited from trafficking, possessing, using and consuming any illegal drug substance in residence and can be evicted. Individuals determined to be trafficking in drugs will be immediately evicted from residence. Students who use drugs in residence will be evicted.

3) **Noise.** You are expected to abide by the rules regarding acceptable noise levels. These guidelines are meant to act as minimum standards and may be enhanced through consultations with the community, student council and residence staff. In general, the following quiet hours are observed: **Sunday to Thursday from 9 p.m. to 8 a.m. and Friday & Saturday from 1 a.m. to 8 a.m.**

Noise levels at **any time** should not detract from any resident's ability to pursue academic endeavors or to enjoy their living environment.

During examination periods Residence Services will extend the quiet hours.

4) Harassment, human rights and equity. Kemptville Campus/University has comprehensive policies concerning harassment, human rights and equity which apply to all students.

J. For health reasons, food is to be stored in suitable containers to avoid contamination, vermin and odor.

K. Due to the communal nature of residence living, persons suspected of being infected by a communicable disease will be required to seek medical attention.

L. Students are prohibited from affixing posters to ceilings or using items that damage wall surfaces. They are not permitted to build furniture or bring in furniture from home.

M. Lit candles, incense, lamps requiring a combustible fuel, or similar items, are not permitted in residence. Students who require the use of candles or incense for religious purposes should contact the residence staff.

6.3 Enforcement of the Rules

In addition to any financial costs that may be incurred, failure to comply with the above rules will result in prescribed procedures which may result in one or more of the following consequences (not in sequence):

- . warning letters
- . fines (as well as clean up fines)
- . behaviour bond
- . collective billing
- . a charge before the Campus Judicial Committee
- . non-renewal of residence contract

- . eviction
- . being prevented from re-applying for residence
- . posting (being barred) from residence

Approved procedures are followed when enforcing rules, and routes of appeal are always available.

7.0 Quiet Areas / Quiet time

Regular Quiet Hours:

9 p.m.-8 a.m. Sunday to Thursday,
11 p.m.-8 a.m. Friday & Saturday.

Quiet Zone: If there is enough student demand, there can be a designated Quiet Zone.

A. Students are obligated to maintain a level of room noise that cannot be heard outside their room when the door is closed.

B. Regular living noise is acceptable in lounges, i.e. conversation, house meetings, etc., but students should not use lounges for other activities such as loud music, large gatherings, boisterous behavior, etc.

C. On weekends the set noise level permitted may be decided by the majority of students living in that zone. Approval from Residence Services required.

D. Residence Services strives to promote community living and social interaction among students, therefore individuals expecting absolute quiet at all times may not be well-suited to residence living, even in a quiet area, and may want to consider other living arrangements.

8.0 Smoking Policy

Smoking is not permitted anywhere in residence or in outside areas less than 9meters of any entrances, windows or ventilation system air intakes. There is no smoking permitted at the entrance of Bell hall.

9.0 Correspondence

Material is sent to your mailing or permanent address on file with the records office, or to your on-campus mailbox.

Student Accounts,
Kemptville Campus
P.O. Box 2003
Kemptville, Ontario
K0G 1J0

Telephone: 613-258-8336 Ext. 61242
fax 613-258-8384

Residence applications sent by fax or E-mail cannot be accepted unless deposit is provided.