

# Residence Contract 2020-2021

## 1. General Terms and Conditions

**1.1** The Residence Contract (the “Contract”) is a legal binding document between you (the “Student”) and Queen’s University (the “University”), outlining the terms and conditions of the 8 month Contract (or 4 month contract for half term exchange students). It is in place so that expectations are clear and to help reduce misunderstandings between the University and the student. In executing the Residence Contract, students understand that they are waiving certain rights. **It is very important for you to read and understand this Contract before committing to live in Residence.**

**1.2** This Contract is for a space in residence and not for a particular room.

**1.3** The construction, renovation or repair in Residences, or in the vicinity of the Residences, is necessary for the evolution of the campus and community and may cause noise and inconvenience for some or all residents. While the University will make all attempts to minimize disruptions, Residences will not offer fee adjustments or any other compensation for the inconvenience resulting from such work.

**1.4** Residence is a high density living environment that can be noisy and distracting at times. Residence Community Standards are in place, students should consider whether the nature of this living environment is conducive to their needs.

**1.5** In all communities, regulations are necessary for the comfort and well-being of the members. All students are expected to regulate their conduct according to reasonable standards of courtesy and respect for the rights of others and the reputation of the University.

**1.6** All students living in residence are subject to applicable Queen’s University Policies, Residence Community Standards, regulations and policies and the Queen’s University Student Code of Conduct. These are in place to ensure the privacy, safety and security of students living in residence, and for the protection of University property. Violation of the Community Standards will result in disciplinary action which may include the termination of the Contract and/or sanctions by other governing bodies on campus.

**1.7** The current version of the Residence Community Standards, the contents of which are incorporated into this Contract, can be found on our website at: [residences.housing.queensu.ca/residence-conduct](https://residences.housing.queensu.ca/residence-conduct). An updated version is typically available for download in mid-August.

## 2. Move-in and Move-out dates / Campus Closures

**2.1** This Contract shall be for a period beginning on Move-In Day, Saturday September 5, 2020, and ending on the Move-Out date, which is individually determined for each Student. Students are required to move out no later than 3 pm on the day after their last scheduled exam, unless written permission is granted by Queen’s Residence Life Office for an extension. If a student has no final exams, they must move out following their last day of class. Graduate and professional students who may seek to live in residence are subject to these same move in/move out dates.

**2.2** Failure to move in on September 5<sup>th</sup> may result in the loss of the assigned residence bed, unless the Residence Admissions Office has received advance written notice of late arrival.

**2.3** During the December-January winter break, no food, custodial services, mail delivery or other residence services are provided. Students may, however, occupy their rooms during this period,

provided that they have applied for and been granted written permission to do so by Queen's Residence Life Office. Permission will be based on assessment of behavior.

**2.4** Failure to move out within the prescribed period as noted will result in additional charges levied against the student's account.

### **3.0 Cancellation / Termination of Contract**

**3.1** Prior to picking up keys or occupying a residence room, this Contract may be cancelled by the Student through written notification to the Residence Admissions Office. The Student may be subject to charges (as indicated in item #8.0).

**3.2** After a Student has either taken occupancy or picked up keys, the Student cannot cancel the Contract. A Student may request cancellation if withdrawing from the University for academic or health reasons. The Student may be subject to administrative charges.

**3.3** Between Move-In and Move-Out, a Student may be granted permission to cancel the Contract by arranging for the room to be occupied by another full-time Queen's student not currently living in residence. The Residence Admissions Office must approve the replacement before permission will be granted.

**3.4** The University may terminate the Contract for breach of the terms outlined herein or for violation of University Policies and/or the Residence Community Standards, upon written notice. If the University terminates this Contract for breach or for behavioural issues, the Student remains responsible for payment of the full residence fees for the 8 month term of the Contract (4 month term for half term exchange students).

### **4.0 Eligibility for Residence**

To be eligible to live in residence, students must be enrolled at Queen's University in an undergraduate, graduate or professional school program. Part-time students are eligible to live in residence, subject to availability. Students are required to be enrolled in at least three courses per term.

A Student who drops to fewer than three courses in any term must notify the Residence Admissions Office and may be required to leave residence. A Student who withdraws academically from the University, or who is required to withdraw for academic or health reasons, will be required to leave residence. Queen's Residences may verify the enrollment status of students in residence at any time without expressed consent.

### **5.0 Re-admission to Properties operated by Queen's Housing and Ancillary Services**

Eligibility for re-admission to Queen's Residences or to University-owned, off-campus housing is based on several factors, including responsible behaviour and positive contributions to the quality of life in residence. Queen's Housing and Ancillary Services reserve the right to refuse admission to any student.

### **6.0 Room Assignments**

**6.1** Students are able to self-select their residence room based on their lottery number. In some circumstances the University may assign a room rather than enable self-selection. The University does not guarantee requests for particular rooms or buildings.

**6.2** Residence rooms are intended for use only by the Queen's student(s) assigned to the room by Queen's University Residences and may not be sublet. No dependents are permitted.

**6.3** No fewer and no more than the number of people assigned by the University shall occupy the room. If during this term of occupancy, a Contract is terminated for a student in a multi-occupancy unit, the remaining Students shall accept such roommate(s) as assigned by the University.

**6.4** Students may request a room change after the first day of classes, however no change in room occupancy shall be made without the prior written consent of the Residence Admissions Office.

**6.5** The University reserves the right to assign Students to different rooms or to terminate this Contract if such re-assignment or termination is advisable in the interests of health, safety, well-being of occupants and/or the residence community, discipline, maximization of resources or the administration of its residence program. In the case of re-assignment, the Student will be required to pay the residence fees (and meal plan if applicable) stipulated for the new accommodation.

**6.6** Students with functional limitations associated with a disability or a health condition that require consideration for accommodation, must submit the [Queen's Residence Health Accommodation form](#) with their residence application by the due date of June 8. Late submissions will be accepted however, capacity to meet accommodation needs is reduced after the deadline.

**6.7** Students requesting to bring Service or Support animals into Residence must complete and submit the necessary documentation to Queen's Student Accessibility Services (QSAS). Once the approval is received from QSAS, students must follow the specific procedures related to a Service Animal in residence.

## **7.0 Check-in / Check-Out Requirements**

**7.1** A student is required to check in at the beginning of the Contract by receiving their keys/keycard and completing a Room Assessment Form. The Room Assessment Form is the basis for the assessment of any potential charges due to damage or loss. If no form is submitted within 2 weeks of the move-in date, it will be assumed that the room was in acceptable condition and fully equipped with furniture and furnishings.

**7.2** Students are required to check-out as per the timing outlined in 2.1. Check-out includes returning keys/keycards and having a room check out form completed by a University employee. Before moving out, all refuse and personal property must be removed and the room left clean. All charges for additional cleaning required, for removal of personal property, and for any loss or damage to the room will be billed to the Student's account(s). Improper check out fees will apply if the check-out process is not followed and will be billed to the Student account(s).

**7.3** Belongings left behind upon Move-Out will be considered abandoned and will be disposed of by the University. The University accepts no responsibility for the storage or safekeeping of property abandoned in residence rooms.

## **8.0 Fees and Charges**

**8.1** Residence fees include room and/or meal plans where applicable and are payable by specific dates as published by the University Registrar.

**8.2** Residence fees are based on the type of room occupied and not on specific amenities, such as square footage, accessibility to floor kitchens/common rooms, furniture, etc.

**8.3** Residence fees may be refunded in limited circumstances as set out in item 3.2, in accordance with the Residence Withdrawal Policy. The Residence Admissions Office requires written notice of any move-outs before considering refunds.

**8.4** Non-payment of residence fees may be grounds for cancellation of the Contract.

**8.5** Residence Applications will not be processed without the required deposit. Refer to the [Applying to Residence](#) section on our website with regard to due dates, deposits, refunds and other important information.

**8.6** All fees and charges unpaid after the due date will automatically be subject to monthly service charges established by the University.

### **9.0 Room Inspection and Repairs**

Residence staff have the right to enter a student's room for the purpose of cleaning, maintenance, inspection of facilities, health, safety, security or in the event of an emergency. Except in emergency situations, notice of such entry will be given in advance where possible. Submission of a *Maintenance Request Order (MRO)* constitutes permission to enter a student's room and to effect the repair without further notice. Students must not impede staff in the performance of their duties.

### **10. Lost or Stolen Items / Insurance**

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). The student shall carry appropriate and adequate personal property insurance and liability insurance coverage for fire, injury or damage caused by the student. The Student shall provide proof of coverage if requested by the University at any time during the tenancy.

### **11. Residence Damage**

The University shall not be responsible for any injury, damage or loss suffered by the Student, and/or their guests while in or about the residences which is caused by the negligence of the student or their guests or results from violation of the policies, rules and regulations of the University and the Residences. Students in a multi-occupancy unit are jointly liable for all damage that is caused to their room(s). Students may also be jointly liable for damage in community common areas.

### **12. Meal Plans**

Residence Meal Plans are included within fees and are mandatory for all first year incoming undergraduates and upper year students. Meal plans are not mandatory for exchange students living in designated exchange student rooms at Jean Royce Hall and they may elect to purchase an optional meal plan. A valid student identification card must be presented for all meals. This card is non-transferable.

### **13. ResNet /Internet Agreement**

Students using the ResNet service provided or accessing the University's internet services, agree to abide by the ResNet Acceptable Use Policy and the University's Acceptable Use of Information Technology Resources Policy.

### **14. Data Collection, Use, Disclosure and Retention**

Queen's University's Residences collects certain personal information from students and is committed to protecting that information. Personal information is collected under the authority of the Queen's University Royal Charter of 1841, as amended and will be used by the University for the following purposes:

- to assess a student's eligibility for residence accommodation or off-campus housing properties and/or related services
- to process residence application forms and the allocation of bed space
- to provide rooms based on health accommodations
- to assess the efficiency of our operations and the provision of services
- to communicate with students, family and others regarding our services, or in the event of an emergency
- to address disciplinary, behavioural or health issues that arise
- to bill, collect and account for provision of services
- to preserve and protect the safety and security of students and the entire residence community

- to build and maintain relations with the University while enrolled as a student and beyond

In the collection, use, disclosure and retention of personal information, Queen's Housing and Ancillary Services complies with the Freedom of Information and Protection of Privacy Act, the University Registrar's Student and Applicant Record Policy, and the Records Management Policy. Questions or comments regarding our Privacy Policy and practice should be directed, first to:

Manager, Residence Admissions  
reshouse@queensu.ca  
613.533.2550  
Victoria Hall, Queen's University  
Kingston, Ontario K7L 3N8

Queen's Residences will not disclose personal information in its possession including information related to a Student's health, wellness, or behaviour to persons outside University Administration, including parents/guardians or other identified contacts, without first obtaining consent from the Student. However, if there are compelling circumstances that would warrant reaching out to an Emergency Contact either for individual or community safety /wellness or for compassionate reasons related to an illness or injury, Queen's Residences might disclose personal information without Student consent as permitted by the Freedom of Information and Protection of Privacy Act.

Health Accommodation information is collected under the authority of the Queen's University Royal Charter, 1841, as amended, and will be used for residence accommodation purposes. Any information provided on this form is kept strictly confidential and will not be shared with anyone except Queen's Residences, the Queen's Student Accessibility Services (QSAS), Campus Security & Emergency Services in cases where a student has been identified as requiring help in an evacuation, or other Queen's personnel on a strictly need-to-know basis.

### **15. External Circumstances**

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling its obligations under this Contract during a state of emergency or other unforeseen developments (e.g., severe weather, fire, flood, labour disruption, illness outbreak) that would make normal residence operations difficult or impossible to sustain, the University shall be relieved from the fulfillment of its obligations during that period.

### **16. Contract Changes**

The University reserves the right to amend this Contract and may, from time to time, issue regulations concerning Residences. Please note that specific vendors, sites, menus, policies, hours of operation, etc. (as listed in various residence publications), may be subject to change.

### **17. Assumption of Risk**

**As part of residence programming, students have the opportunity to participate in sponsored activities that may take them outside of the residence environment.**

By participating or being involved in any of the activities offered by Queen's University at Kingston ("Queen's") through Housing and Ancillary Services (the "Activities"), whether on or off campus, I acknowledge, accept, and understand that I will be exposed to risks of loss including financial loss, severe injury, or death. I acknowledge the existence of known risks and potential unknown risks which may include, but are not limited to the following:

- Falls to the ground due to uneven or irregular terrain or surfaces, or activities performed at heights;
- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
- Injuries resulting from contact, collisions, or malfunctioning structures and equipment;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed;
- Being struck by other participants, spectators, equipment, or vehicles;
- Vigorous physical exertion and strenuous cardiovascular activities associated with the activities;
- Potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps, and nausea;
- Potential for burns;
- Failure to follow directions from those in charge of the activities; and
- Loss due to theft of personal property (e.g. bags, other valuables).

I certify that I am in good health and fit to undertake the Activities in which I choose to participate. I am not aware of, or under treatment for, any condition that may jeopardize my health during the Activities. I acknowledge that I am solely responsible for determining my level of participation in the Activities. By participating in the Activities, I voluntarily assume all risks associated with them and I agree that I am solely responsible for the costs associated with any injury, loss, or medical emergency that may occur as the result of my participation in the Activities.

Having read and understood this document, and in consideration of Queen's permitting my participation in the Activities, **I agree to waive, and hereby release and forever discharge all claims** I may have for every kind of damages, loss, injury, or expense ("**Claims**") arising from my participation in the Activities as against Queen's, its employees, and agents, and all of their successors, heirs and assigns (together, "**Queen's University**"). Further, **I agree to indemnify and save Queen's University harmless from any Claim** that may be brought by any third party arising from my participation in the Activities. I agree that all of the provisions of this Agreement shall be interpreted pursuant to the laws applicable in Ontario, and if any part of this agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.