

Residence Contract 2020-2021

1 General Terms and Conditions

- 1.1 This Residence Contract (the “Contract”) is a legally binding document between you (the “Student” or “you”) and Queen’s University (the “University”). It is in place so that expectations are clear and to help reduce misunderstandings between the University and the Student. This Contract does not become effective until receipt by the Student of an Offer of Residence from the University **and** the Student executes this Contract.
- 1.2 In executing this Contract, the Student understands and agrees that they are waiving certain legal rights. *It is very important for you to read and understand this Contract before committing to live in Residence.*
- 1.3 This Contract is for a space in Residence and not for a particular room. The Student agrees that the University may, in its sole discretion, change the Student’s room assignment upon giving the Student such advance notice of the change as is reasonable in the circumstances giving rise to the change.
- 1.4 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 attempt to minimize disruptions, the University is not liable for any fee adjustments or any other compensation to the Student for any inconvenience to the Student resulting from such work.
- 1.5 Residence is a high-density living environment that can be noisy and distracting at times. Although Residence Community Standards are in place, you should consider whether the nature of this living environment is conducive to your needs.
- 1.6 In all communities, regulations are necessary for the comfort and well-being of the community members. You are, as are all students in residents, required to conduct yourself according to standards of courtesy and respect for others and the reputation of the University.
- 1.7 All students living in Residence are subject to the [Residence Community Standards](#) and all applicable University policies, regulations, rules and protocols, including without limitation the [Queen’s University Student Code of Conduct](#) and the [Policy on Sexual Violence Involving Queen’s University Students](#) (the “Rules”). The Rules are in place to ensure the privacy, health, safety, and security of students living in Residence, and for the protection of University property.
- 1.8 The Student agrees to comply with the Rules as a condition of living in Residence. The Student understands and agrees that the Rules may be amended or updated from time to time in the University’s sole discretion and that they are required to comply with all amended or updated Rules as a condition of living in Residence.

2 Public Health Terms, Condition, Assumption of Risk, Waiver & Release

- 2.1 The Student acknowledges that in March of 2020 the World Health Organization declared a global pandemic in connection with the virus that causes COVID-19 (the “Virus”).
- 2.2 The Student acknowledges that the Government of Canada, the Province of Ontario, local governments and local public health units are responding to the pandemic declaration by enacting a variety of statutory amendments, regulations, orders by-laws, and public health orders, initiatives, requirements and recommendations.
- 2.3 The Student understands that the University is legally required to operate Queen’s Residences in accordance with all applicable laws, including the Occupational Health and Safety Act and the regulations made under it, and in compliance with the advice, recommendations, orders and instructions of public health officials. **As such, the Student undertakes and promises to abide by the University’s**

requirements and directions, as well as the advice of public health officials, in relation to the pandemic.

- 2.4 The Student will report to the University, at reslife@queensu.ca or 613 533-6790 immediately if they develop symptoms or suspect they may have contracted the Virus, are planning to be tested for the Virus, have been advised by a medical professional or a public health official to self-isolate or to be tested for the Virus. The Student understands that this information may be shared with University staff on a need to know basis for health and safety and/or public health reasons. The Student shall comply with the **COVID-19 Residence Student Isolation Protocol**, and the Student understands and agrees that failure to do so may result in the Student's removal from Queen's Residence; in such circumstances the provisions of paragraph 4.6 shall apply. The Student may also be subject to additional processes under the Student Code of Conduct.
- 2.5 The Student acknowledges that the University strongly recommends that the Student get an annual influenza vaccination as soon as is reasonably possible to do so once the vaccine is available, unless doing so is medically contraindicated for the Student.
- 2.6 The Student understands that the Virus is a highly contagious, dangerous, and potentially lethal disease. As such, the Student confirms that they are fully aware that living in Queen's Residences and receiving the services of Queen's Residences carries inherent risks related to the Virus and its transmission, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks. The Student understands that the extent of such risks is not fully known and that they include but are not limited to:
- coming into close contact with individuals that may carry and transmit the Virus to the Student;
 - coming into contact with objects that may carry and transmit the Virus to the Student;
 - transmitting the Virus to other individuals;
 - injuries or illness, including death, arising from contact with the Virus, contracting the Virus and/or its treatment.
- 2.7 The Student confirms that, by choosing to live in Queen's Residences and receive the services of Queen's Residences, they have voluntarily undertaken to assume all risk of personal injury, sickness, death, expenses, or other losses that the Student may suffer as a result, directly or indirectly, of the Virus, the exact nature and extent of which are not currently ascertainable or knowable given the uncertain nature of the Virus. Therefore, the Student, in consideration of being permitted to live in Queen's Residences and receive the services of Queen's Residences, hereby forever waives, releases, discharges and undertakes not to make any claim whatsoever (action, cause of action, demand, suit, or other form of claim) against, Queen's University at Kingston or its successors and assigns, and any of its or their past, current or future officers, directors, trustees, employees, agents, volunteers, contractors, in respect of any and all damages, losses, personal injury, sickness or death that the Student may incur directly or indirectly, now or in the future, that are in any way related to the Virus and the Student's living in or receiving the services of Queen's Residences. The Student acknowledges that this waiver, release, discharge and undertaking shall be binding on their heirs, executors, administrators, representatives, successors and permitted assigns. **The Student understands and acknowledges that this paragraph means they are giving up legal rights and/or remedies that may otherwise be available to them.**
- 2.8 The Student acknowledges that the University may, from time to time, impose additional rules, procedures and protocols as it deems necessary or as it may be required to do by public authorities to mitigate against the risk of the spread of the Virus and/or transmission of the Virus in Queen's Residences. The Student warrants that they will comply with all such rules, procedures, and protocols. The Student understands and agrees that failure to do so may result in the Student being required to vacate Queen's Residence. In such circumstances the provisions of paragraph 4.6 shall apply.

3 Move-in and Move-out dates / Campus Closures

- 3.1 Subject to Sections 4 and 16, this Contract shall be for a period (the “Term”) beginning on your scheduled Move-In Day, which will be communicated to you in August 2020, and ending on the Move-Out date, which is individually determined as follows:
- 3.1.1 You are required to move out no later than 3 pm on the day after your last scheduled exam, unless written permission is granted by Queen’s Residence Life and Services Office for an extension; or,
- 3.1.2 If you have no final exams, you must move out no later than 3 pm on the day following your last day of class, unless written permission is granted by Queen’s Residence Life and Services Office for an extension.
- 3.1.3 If you are a graduate or professional student and neither of the above circumstances apply to you, you must move out no later than 12 pm on the day following the end of the University’s winter term examination period.
- 3.2 The Student understands that failure to move in on their scheduled Move-In Day may result in the loss of the assigned Residence bed and **could result in no Residence room availability at all** for the Student, unless the Residence Admissions Office has given the Student advance written approval for a late arrival; all requests for a late arrival must be submitted by the Student in writing to the Residence Admissions Office.
- 3.3 During the December-January winter break, no food, custodial services, mail delivery or other Residence services are provided. The Student may, however, occupy their room or an alternate room assigned by the University during this period, provided they have applied for and been granted written permission to do so by Queen’s Residence Life Office. Permission will be in the University’s sole discretion and subject to the Student paying any applicable additional fee(s).
- 3.4 Failure to move out within the prescribed period as noted will result in additional charges levied against the Student’s account.

4 Cancellation / Termination of Contract

- 4.1 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 Section 9).
- 4.2 After the Student has either taken occupancy or picked up keys, the Student cannot cancel this Contract. A Student may request cancellation if **withdrawing** from the University for academic or health reasons. The Student may be subject to administrative charges.
- 4.3 Between Move-In and Move-Out, the 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 to cancel the Contract will be granted.
- 4.4 The University may terminate the Contract and provide written notice requiring the Student to vacate Queen’s Residences for breach of this Contract or for violation of the Rules.
- 4.5 The University may terminate this Contract with written notice if the University determines, in its sole discretion, that it is prudent to do so for health and safety or public health reasons or to maintain the safety, security or wellbeing of the University community, or if it determines it is required to do so by law or government directive, including a directive or order from Ontario Public Health or local Public Health Unit.
- 4.6 If the University terminates this Contract for breach of its terms or for reasons related to the Student’s conduct, the Student shall remain responsible for payment of the full Residence fees for the Term of this Contract and shall not be entitled to any refund.

5 Eligibility to Live in Residence

- 5.1 To be eligible to live in Residence, you must be enrolled at Queen's University in an undergraduate, graduate, or professional school program. If you are a part-time student you are eligible to live in Residence, subject to availability; you are required to be enrolled in at least three courses per term.
- 5.2 If you drop to fewer than three courses in any term you must notify the Residence Admissions Office and may be required to leave Residence. If you withdraw academically from the University or are required to withdraw for academic or health reasons, you will be required to leave Residence. Queen's Residences may verify your enrollment status at any time without expressed consent.

6 Re-admission to Properties operated by Queen's Housing and Ancillary Services

- 6.1 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.

7 Room Assignments

- 7.1 The University will assign a room to you and does not guarantee requests for particular rooms or buildings. The University will communicate decisions on Residence room assignments to you via email no later than August 17, 2020.
- 7.2 Residence rooms are intended for use only by the Student(s) assigned to the room by Queen's University Residences and may not be sublet. No dependents are permitted.
- 7.3 No fewer and no more than the number of people assigned by the University shall occupy the room. If the Student is in a multi-occupancy unit and the contract of a roommate is terminated, the Student shall accept such alternate roommate(s) as assigned by the University in its sole discretion.
- 7.4 The Student may request a room change after the first day of classes, however permission to change room occupancy is not guaranteed, and the Student shall make no such change without the prior written consent of the Residence Admissions Office.
- 7.5 The University retains the right to assign the Student to a different room including in another building, if the University determines in its sole discretion that such re-assignment is prudent in the interests of health, safety, well-being of an occupant or occupants and/or the Residence community, discipline, maximization of resources or the administration of the Queen's 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.
- 7.6 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. Late submissions will be accepted however, capacity to meet accommodation needs is reduced after the deadline.
- 7.7 Students requesting permission 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.

8 Check-in / Check-Out Requirements

- 8.1 The Student is required to check-in at the beginning of the Contract Term by obtaining 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, the room shall be deemed to have been in acceptable condition and fully equipped with undamaged furniture and furnishings on the move-in date.

- 8.2 The Student is required to check-out as per the timing outlined in paragraph 3.1. Check-out includes returning keys/keycards and having a Room Check-Out form completed by a University employee. Failure to return keys/keycards will result in additional charges.
- 8.3 Before moving out, all refuse and personal property must be removed, and the room must be 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). Check-out fees will apply if the Student fails to follow the check-out process and will be billed to the Student account(s).
- 8.4 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.

9 Fees and Charges

- 9.1 Residence fees include room and/or meal plans where applicable and are payable by specific dates as published by the University Registrar.
- 9.2 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.
- 9.3 Residence fees may be refunded in limited circumstances as set out in paragraph 4.2, in accordance with the [Residence Withdrawal Policy](#). The University will not provide any refund to the Student unless the Student completes all requirements set out in the Residence Withdrawal Policy.
- 9.4 Non-payment of Residence fees are grounds for the University to require the Student to vacate Queen's Residences; however, the student shall remain liable to the University for the full cost of their Residence fees.
- 9.5 Residence Applications will not be processed without the required deposit. Refer to the [How to Apply](#) section on our website with regard to due dates, deposits, refunds and other important information.
- 9.6 All fees and charges unpaid after the due date will automatically be subject to monthly service charges established by the University.

10 Room Inspection and Repairs

Residence staff have the right to enter the 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 the Student's room and to make the repair without further notice. The Student understands and agrees that they shall not impede staff in the performance of their duties.

11 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 accepts that it is their responsibility to carry, and undertakes that they 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 their occupancy of a Residence room.

12 Residence Damage

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

13 Meal Plans

Residence Meal Plans are included within fees and are mandatory for all first year incoming undergraduates and all 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.

14 ResNet /Internet Agreement

If the Student uses the ResNet service provided or accesses the University's internet services, the Student hereby agrees that they will abide by the [University's Acceptable Use of Information Technology Resources Policy](#).

15 Data Collection, Use, Disclosure and Retention

15.1 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

15.2 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 practices are to be directed, first to:

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

15.3 Queen's Residences will not disclose personal information in its possession including information related to the Student's health, wellness, or behaviour to persons outside the University (with the exception of Public Health as may be necessary or required), 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 the Student's consent, as permitted by the Freedom of Information and Protection of Privacy Act.

15.4 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 for this purpose 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.

16 External Circumstances

16.1 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 in the face of serious circumstances beyond the University's control (e.g., severe weather, fire, flood, labour disruption, illness outbreak, quarantine, pandemic or epidemic, civil disobedience or disturbances, Acts of God, failure of public utilities services, lawful requirements of public authorities) that substantially interrupt normal Residence operations or require the closure of all or part of Queen's Residences, the University shall be relieved from the fulfillment of its obligations during that period, shall not be liable to the Student for any loss that may result from such circumstances, and shall not be deemed to be in breach of this Contract. The University shall not be responsible for compensation of any kind to the Student for inconvenience or discomfort experienced during such circumstances.

17 Contract Changes

17.1 The University reserves the right to amend this Contract and may, from time to time, issue regulations concerning Queen's Residences. Specific vendors, sites, menus, policies, hours of operation, etc. (as listed in various Residence publications), may be subject to change.

18 Assumption of Risk

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

18.2 In addition to the specific risks referenced in Section 2 above, 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).

18.3 By entering this Contract, you certify that you are in good health and fit to undertake the Activities in which you choose to participate. You also certify that you are not aware of, or under treatment for, any condition that may jeopardize your health during such Activities. You acknowledge that you are solely responsible for determining your level of participation in the Activities. By participating in the Activities, you voluntarily assume all risks associated with them and agree that you are solely responsible for the costs associated

with any injury, loss, or medical emergency that may occur as the result of your participation in the Activities.

- 18.4 Having read and understood this document, and in consideration of Queen's permitting my participation in the Activities, **you agree to waive, and hereby release and forever discharge all claims** you may have for every kind of damages, loss, injury, or expense ("**Claims**") arising from your 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, **you agree to indemnify and save Queen's University harmless from any Claim** that may be brought by any third party arising from your participation in the Activities.

19 Miscellaneous

- 19.1 *Notices:* Any notices required to be given by the University to the Student under this Contract shall be deemed validly given if delivered to the Student's Residence mailbox or to the Student's @queensu.ca email address.
- 19.2 *Assignment:* The Student may not assign or transfer this Contract or their room to any other person.
- 19.3 *Waiver:* No failure or delay on the part of the University to exercise any right or remedy under this Contract shall be construed or operate as a waiver of that right or remedy generally.
- 19.4 *Governing Law:* This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable.
- 19.5 The University and the Student agree that if a provision of this Contract or part of a provision, becomes, or is determined to be, invalid, illegal or unenforceable, such provision or part of a provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be amended without materially altering the intention, it shall be stricken and the remainder of this Contract shall remain in full force and effect.