

APPENDIX "A"

ADDITIONAL

COVENANTS, TERMS AND CONDITIONS

For Dormitory Residents

Residential Tenancies Act Not Applicable:

The Resident understands that the provisions of the Residential Tenancies Act 2006, S.O. 2006, do not apply to the dormitory accommodation covered by this Residence Agreement as outlined under "Exemptions from the Act" S5(g).

FEE PAYMENTS

1. Fee payments for accommodation (the "**Room**") in the Dormitory are to be made to **United College** at the Student & Guest Services Centre in the administration wing of the College during business hours established for this purpose, or at such other place(s) as may be designated by United College (the "**College**").
2. In the event that any cheque which has been tendered to the College in payment of any fee is returned N.S.F. (not sufficient funds) or is dishonoured for any other reason by any financial institution, the Resident shall be responsible for the payment/reimbursement to the College, plus any fees levied by the College's bank against the College with respect to such N.S.F. cheque or other payment.
3. All outstanding debts owed to the College by the Resident(s) will be addressed in accordance with the University of Waterloo's policies regarding student debt, including a "Housing Service Indicator" on your student Quest account.
4. If the Fee is paid by anyone other than the Resident named in this Residence Agreement, it shall be deemed to have been paid only on behalf of the Resident, provided the Resident remains bound to the Terms and Conditions of the Residence Agreement and remains responsible for any N.S.F. fee payments or any late payment or arrears in Fee.
5. Outstanding accounts are charged a late fee by the College at the rate of 1.5% per month levied on any outstanding fee balances paid after the due date and at the beginning of each new month they remain outstanding.

RESIDENT'S COVENANTS

6. The Resident covenants with the College:

Fee

- (a) to pay all fees promptly when due;
- (b) that if the Resident resides in a shared accommodation Room, the Resident shall be jointly and severally liable for any and all expenses which may have been incurred with respect to the occupancy of the Room, including, but without restricting the foregoing, all fees and any charges with respect to phone service, cable service, or internet service over and above the basic services provided by the College, if any, and any compensation for damages or cleaning costs, as outlined in this Appendix;

Utilities

- (c) to make reasonable use of the water, heat and electrical services provided by the College, to maintain heat, between the months of October and April, as applicable (the "**Heating Season**"), between 15 degrees Celsius (59 Fahrenheit) and 22 degrees Celsius (72 Fahrenheit), and to maintain air conditioning (if used) between the months of May and September, as applicable (the "**Air Conditioning Season**") at or above 20 degrees Celsius (68 Fahrenheit); to conserve electricity by switching off lights and other electrical devices when not in use; to conserve water by turning off faucets when not in use and limiting shower time to a reasonable length;
- (d) to keep windows and doors closed and secured during windy, cold or stormy periods so as to conserve the heat during the Heating Season and to prevent damage to the College's or other Resident's property. Similarly, the Resident must keep windows and doors closed and secure during hot and humid periods so as to keep heat and humidity out of the Room during the Air Conditioning Season, if the air conditioning system is in use;

Affiliation with the University of Waterloo

- (e) that the Resident is a student of the University of Waterloo and/or an affiliated program of the College;

Appliances

- (f) that no appliances other than a small "bar" fridge, electric kettle, and coffee maker are to be brought into and used in the Room; appliances provided by the College should be maintained in a clean, operable fashion, left plugged into outlets and refrigerators should be left running;

Notification of Damage

- (g) to promptly notify the College in writing, in the form of a Maintenance Request Form, in the event of damage to the Room, including but not restricted to, damage caused by the Resident's conduct or that of persons permitted in the Room by the Resident;

Defects

- (h) to give the College prompt written notice, in the form of a Maintenance Request Form, of any accident or defect in the state of repair of the Room or its fitness for habitation;

Damages

- (i) to take all reasonable care to prevent damage to the Room either caused by the Resident's conduct or by the conduct of persons permitted in the Room by the Resident;
- (j) to be responsible, to the satisfaction of the College, for prompt repair of damage to the Room or for the costs of repair of such damage to the Room caused by the Resident's conduct or by the conduct of persons permitted in the Room by the Resident; damage to the Room is a breach of the Residence Agreement and may be cause for termination of the Residence Agreement by the College;

Inspect Premises

- (k) to permit the College and its contractors to enter the Room and view the state of repair and make such alterations and repairs as necessary. The Resident shall prepare the Room in the manner prescribed in the aforesaid notice for the purpose of facilitating efficient

completion of work by the College's contractor. If the Resident is not personally present to grant entry, the College and/or its contractors may enter the Room without rendering the College or its contractors liable to any claim or cause of action for damages by reason thereof, including, without limitation, theft or damage to the Resident's obligation to take any precautions that the Resident deems necessary to ensure the safety of their possessions in accordance with the Terms and Conditions of this Residence Agreement;

Use of the Room

- (l) to use and occupy the Room as a private dwelling unit only, and not to carry on or permit to be carried on therein any trade or business and not to do or permit to be done in the Room anything which may be an illegal activity, or an annoyance to the College or which the College may deem to be a nuisance to or disturbance of the occupiers or owners of the adjoining lands or premises or by which the insurance on the premises may be increased;

Alterations

- (m) not to make alterations of any kind to the Room, including, but not restricted to, curtains, curtain rods, paint, wallpaper, locks (interior or exterior), gas or light fixtures, radio and TV Antenna. Should the Resident undertake such alterations, the Resident will be required to restore the Room immediately to its original colour/condition and will be held liable for costs that may be incurred;
- (n) not to drill or otherwise make holes in walls, ceilings, doors or floors of the Room, nor to attach fixtures of any kind; provided however that the Resident may hang posters and/or framed pictures in accordance with College Policies;

Signs

- (o) not to affix or inscribe signs, advertisements, notices or illumination of any kind upon any part of the outside of the Room visible from the exterior;

Number of Residents

- (p) that no persons other than the person signing as Resident to this Residence Agreement shall reside in or occupy the Room hereby demised;

Parking/Vehicles

- (q) to obtain a College issued parking permit or pass for any automobile parked on College property and to park any automobile which has been registered with the College and for which the appropriate parking fees have been paid to the College, whether owned or used by the Resident, only in the specific parking area designated for the Resident's use if any area has been so designated by the College;

Pets

- (r) not to keep any pets in the Room or any other property of the College;

Cleanliness

- (s) to clean the floors, appliances, window covers, and furnishings and to prevent abnormal wear or deterioration during the term of the Residence Agreement and to return the Room at the end of occupancy in a condition of cleanliness. If, upon the termination of this Residence Agreement, the Room is not left in a clean and tidy condition, the Resident shall indemnify the College for the College's cleaning costs in putting the Room in a state of ordinary cleanliness;

- (t) if the Resident resides in a room with ensuite washroom, the Resident agrees to regular inspections and cleaning of the washroom as scheduled by the College and to pay fines levied by the College for failure to keep the area clean;

Garbage

- (u) not to allow any refuse, garbage or any other loose or objectionable material to accumulate in or about the Room or in and about the common areas of the building in which the Room is located, the immediately adjacent yards and parking lot and will at all times keep the common premises in clean and wholesome condition; all garbage is to be tightly wrapped and taken to the location directed by the College or its staff; failure to do so will result in fines levied;

Surrounding Lands

- (v) not to permit or do anything damaging to the lawns, shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the premises in the vicinity of the building in which the Room is located; and

Appendix A and Appendix B of the Residence Agreement

- (w) to comply with municipal by-laws and to permit the College to take any action necessary to remedy the breach of such municipal by-laws and to comply with the policies of the College applicable to the Room as set out in the appendices of the Residence Agreement, namely this Appendix A – Dorm Additional Covenants, Terms and Conditions For Dormitory & GreenHouse Residents and Appendix B – Residence Guidebook which the Resident acknowledges having received and read.

COLLEGE'S COVENANTS

- 7. The College covenants with the Resident:

Maintenance

- (a) to maintain the Room in a good state of repair, fit for habitation during the term of the Residence Agreement, and to comply with health and safety standards including any housing standards required by law, notwithstanding that any state of non-repair existed to the knowledge of the Resident before this Residence Agreement was entered into.

ABANDONMENT

- 8. The Resident further covenants and agrees with the College that, in case the Room shall be vacated or abandoned by the Resident, the College, in addition to all other rights hereby reserved to the College, shall have the right to enter the same either by force or otherwise without being liable for any prosecution therefore, and to re-let the Room and to receive the fee therefore; PROVIDED that if the fee hereunder is overdue and the Room is vacant or abandoned the College shall be entitled to take immediate possession thereof.

NO RELEASE RESIDENT'S OBLIGATION TO PAY FEES

- 9. **FEES DUE AFTER EVICTION.** In the event of the Resident being evicted for breach of obligations under this Residence Agreement, or if the Resident vacates the Room prior to the end of the term set out in this Residence Agreement, the Resident shall not be entitled to any refund and/or reimbursement of any fees payable pursuant to this Residence Agreement.
- 10. **NON-REFUNDABLE FEES.** Regardless of the length of the Residence Agreement, the total fee balance is not refundable. In other words, once a Resident Agreement is signed the Resident is agreeing to pay the fee balance amount(s) even if he/she does not move in, or moves out, or does

not return for the second of two terms. The College, at its discretion, may grant an exception in the case of a student who must academically or medically withdraw from the University of Waterloo.

INCOMING INSPECTION

11. The Resident shall, upon taking possession, inspect the Room and notify the College in writing within four (4) days, of any defect in the construction or condition of the Room. If such notice is received by the College, the College will investigate the matter and take such steps as it deems reasonable, in its sole and absolute discretion. If the Resident does not provide written notice of any defect within the aforementioned inspection period, or if such notice has been provided and the College has carried out such remedial work as it deems appropriate, in its sole and absolute discretion, the Resident will be deemed to accept the Room "as is", and there being no debris, dust or hazardous substances in the Room, including without limitation mould. The Resident acknowledges and agrees that there is no promise, representation or undertaking by or binding upon the College with respect to any alteration or improvement with respect to the Room or the installation of any fixtures or equipment therein or thereon.

OUTGOING INSPECTION

12. Prior to the end of the term of this Residence Agreement, the College, with 24 hours' notice by email to the email address on file, will perform a mandatory inspection of the Room. The Resident will receive an inspection report which details needed corrections and charges for items that remain unresolved, if any. A second inspection will be scheduled if corrections are required.

The Resident is responsible for returning the Room to cleanliness suitable for immediate use and may be charged a cleaning levy for failure to do so. The Resident may also be charged a levy for any costs incurred, or to be incurred, by the College for carrying out repairs to the Room caused by the Resident or those for whom the Resident is responsible for at law.

POSSESSION

13. If the Resident is obliged to vacate the Room on or before a certain date and the College has entered into a Residence Agreement with a third party to rent the Room after such date and the Resident(s) fail to vacate the Room, thereby causing the College to be liable to such third party, then the Resident(s) shall, in addition to any other liability hereunder, indemnify the College for all losses suffered by reason of the Resident's failure to vacate.

COLLEGE'S LIABILITY

14. **The College shall not be liable for any injury to or death of persons or loss of or damage to any property wherever or however such injury, death or loss or damage shall have occurred; in particular, without restricting the generality of the foregoing, the College shall not be liable for any injury to or death of persons or loss of or damage to any property at any time in the Room or building or in or on the exterior including, but not restricted to, injury, death, loss or damage caused by or resulting from theft, burglary or vandalism or from fire, smoke, electrical wiring, gas, water, steam, waterworks, rain, ice or snow which may leak into, issue or flow from any part of the building or the exterior appurtenances of the building or the land immediately contiguous to the building of which the Room is a part, or from the pipes or plumbing works of the same or from any other place or quarter, unless such injury, death, loss or damage has occurred as a result of the willful negligence of the College, its directors, officers, employees, agents, or contractors.**

The Resident will indemnify the College and save it harmless from any and all liability in respect of any injury, death, loss, or damage occasioned by an act or omission of the Resident, their guests, agents, invitees or those for whom the Resident is responsible for at law.

Note: GIVEN THAT THE RESIDENT(S) MAY BEAR THE RESPONSIBILITY FOR INJURY AND DAMAGE, IT IS STRONGLY RECOMMENDED THAT THEY OBTAIN APPROPRIATE

INSURANCE COVERAGE.

FORCE MAJEURE:

15. The College shall not be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Residence Agreement when the delay or failure is due to fires, strikes, floods, lockouts, public health emergencies, quarantines, acts of God or public enemies, lawful acts of public authorities or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.

BINDING ON HEIRS. ETC.

16. It is agreed between the parties hereto that every covenant, provision and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall read as if the plural were expressed.

SURVIVORSHIP

17. All clauses relating to damages, payments to fees or charges owing, survive the termination of this Residence Agreement.