

Residence Licence Agreement for Inter-Summer Session 2022

Under the Residence Licence Agreement, each student is subject to compliance with the following terms and conditions. **Please read them carefully before completing the Residence Application.**

A. RESIDENCES

1. Residence Services grants a Licence to the student (herein after, referred to as "Resident") to occupy residence premises in a University of Windsor Residence Hall for personal living accommodations for the period(s) of:

Student Program	Residence Contract Dates 2022
Full Summer	May 8, 2022 – August 22, 2022
Intersession	May 8, 2022 – June 26, 2022
Summer Session	June 26, 2022 – August 23, 2022
ELIP Intersession	May 8, 2022 – August 5, 2022
ELIP Upgrade	August 7, 2022 – August 30, 2022
ELIP 3 Fast Track	July 3, 2022 – August 30, 2022

or 24 hours after the Resident's last scheduled exam, whichever comes first (the "Termination Date"). To be eligible to live in residence, a student must be actively enrolled at the University of Windsor, otherwise they will be required to leave residence pursuant to:

- (a) The Parties acknowledge that the Licence period reflects the University's academic year and that any changes to the academic year may change the Licence period.
- 2. Room assignments are made at the sole discretion of Residence Services. Residence Services has the right to relocate a student.
- 3. A Resident who is enrolled for Inter/Summer Session and needs to stay in residence between Winter 2022 and Inter/Summer Session 2022 must submit an Extension Form electronically to Residence Services by March 21, 2022 at 8:00 a.m. Such extension is subject to approval by Residence Services, in its sole discretion. An extension fee of \$140 per week and/or \$30 per day will apply unless other agreements are made.
- 4. A Resident who is enrolled in Intersession, and is required to stay after their last exam/end of program, must submit an Extension form electronically to Residence Services on or before June 3, 2022 at 8:00 am. Extensions will only be approved for academic reasons. If approved, an extension fee of \$140 per week and/or \$30 per day will apply, unless other agreements are made.
- 5. A Resident who is enrolled in the Full Summer or Summer, and is required to stay after their last exam / end of program, must submit an Extension Form electronically on or before July 15, 2022, at 8:00 am. Extensions will only be approved if student is assigned to a room in residence for Fall/Winter 2022/2023. If approved, an extension fee of \$140 per week and/or \$30 per day will apply, unless other agreements are made.
- 6. Residence Services subscribes to the principle that residents are entitled to enjoy a reasonable right to privacy in residence rooms. However, Residence Services reserves the right to have University employees enter rooms upon such notice as is reasonable in the circumstances, under the following conditions: to inspect, repair or service the premises; to provide health and safety checks, to conduct fire inspection tests; where there is reasonable cause to believe that an emergency has arisen and access is required; when a student vacates the room for break period; and/or the law is being violated. University employees will follow the enhanced Service Access Procedure in residence during Covid-19.

7. Any charges relating to loss or damage of the University residence will be charged to the resident's University account.

B. WITHDRAWALS

- a) If a Resident withdraws academically, is required to withdraw from the University or is released with cause by Residence Services the following will apply:
 - The Resident must submit a Withdrawal Form electronically to Residence Services (Residence Withdrawal Request) indicating their intention to withdraw from Residence and the effective date of that withdrawal.
- b) If a withdrawal form is submitted to Residence Services, no refund will be given after three weeks after the start of your program. A \$200.00 processing fee and all other applicable fees will be charged to the Resident in respect to their withdrawal.
- c) A Resident who has withdrawn and subsequently re-registers at the University of Windsor prior to the termination date of the Licence, will be responsible for and will pay the full sum owing to their termination date.
- d) Where a resident is released from his/her contract with cause by Residence Services, a financial penalty of up to but not exceeding the full residence fee may be assessed.
- 8. A Resident may seek a release from Residence Services in respect of the Licence only in the circumstance where the Resident finds a suitable replacement who is acceptable to Residence Services and who is not already living in or made application to Residence Services. Both the Resident and the replacement must communicate with the Residence Office to process the request and such a release is granted in the sole discretion of Residence Services. The Resident will be subject to a \$200.00 processing fee for such a request.
- 9. To move out of residence, the Resident must return their keys using an express check out envelope or by meeting with their Resident Assistant. Failure to do so will result in the student being charged under the Residence check out procedures.

C. FEES

- 10. The residence fee of \$125 per week and/or \$30 per day for a single room in Alumni Hall as part of the Residence Licence Agreement
- 11. A deposit of \$475 is required during the application process and is paid by credit card only. If a refund is approved, it will be credited to the student's Uwin account and not on the credit card used for original payment. Residence fees for Inter/Summer Session 2022 are due May 15, 2022.
- 12. A Resident moving into residence after their applicable move-in day and for whom accommodation has been held, will receive no adjustment of the residence fee.

D. CANCELLATIONS

13. An application may be cancelled at any time subject to the following:

Date of Cancellation Deposit Refund

Cancellation prior to notification of room assignment by email	Applicant receives full deposit refund and is released from contract
Cancellation within 7 days of receiving notification of room assignment by email	Applicant is charged \$200 administrative fee and is released from contract
Cancellation after 7 days of receiving notification of room assignment by email	No refund received and is held to the Residence Licence (unless withdrawing academically from the University of Windsor)

14. Where a student enters a Residence contract 48 hours before on or after the following period dates, they will not be permitted to withdraw their application pursuant to section 14.

E. GENERAL

- 15. Rules and regulations made by duly constituted authorities of the University and Representatives of the Residences shall be in full force and effect and shall be applicable to the premises and the Licence thereof. The Resident acknowledges that all rules, regulations and procedures outlined in the Residence Community Standards as amended from time to time, shall be in full force and shall bind the Resident.
- 16. Where behaviour, personal security and health issues are of serious concern, Residence Services reserves the right to notify the "Contact" name listed on the Application. In these circumstances and when the student is under the age of 18 years, the parent or guardian may be notified rather than the "emergency contact".
- 17. Residence Services reserves the right to terminate residence contracts, re-assign residents to another residence and/or room on a temporary or permanent basis or to take such other steps as are required to ensure the safety, security and well-being of the Residents and the residence program. Refer to the Residence Community Standards for policies and rules in effect during the contract period.
- 18. If a resident exhibits behaviour of concern which is deemed harmful to themselves or to others, he/she may be required to attend a non-confidential assessment.
- 19. Residence Services reserves the right to make changes to rules and regulations in the Resident Student Handbook.
- 20. The Resident agrees that, in the event of any breach of any rule of residence at any time or condition of this Licence, he/she may be subject to sanctions including but not limited to, termination and eviction from residence and will be financially responsible for the cost of their room.
- 21. The Resident agrees that upon any breach of this Licence, Residence Services may, at its discretion, immediately terminate the Licence upon written notice to the Resident and the Resident shall vacate the premises. If the Resident fails or refuses to vacate the premises, Residence Services shall have the right to enter and remove the belongings of the Resident and to take possession of the premises.
- 22. The Resident will indemnify and save harmless the University from and against any liability, loss or damage which may result by reason of neglect, carelessness, injury or willful damage caused by the Resident or Residents' guests and visitors on the premises. Residents are individually responsible for the care and use of all University property. They may jointly be held responsible for theft or damage to common areas.
- 23. The University assumes no responsibility and is not liable for any loss, theft or damage to the Resident's personal property or common areas.
- 24. The Resident will not retain anything in the resident hall which increases the risk of fire, conflicts with rules, regulations of the Fire Code, Board of Health or Municipality, or that which injures, annoys or interferes with the rights of other people within the Residence as outlined in the Residence Student Handbook.
- 25. Residence Services will not be liable to perform its obligations under the Residence Licence if such failure is due to strikes, fire, explosion, water, Acts of God, civil order or disturbance, vandalism, riot, sabotage or for any cause beyond the control of Residence Services.
- 26. Any notice required by this Licence shall be sent to Residence Services at resservices@uwindsor.ca.
- 27. All electronic communication from the University of Windsor will be directed to the Resident's UWin email account.
- 28. **PLEASE NOTE:** A section of the Criminal Code provides "that anyone who fraudulently obtains lodging or other accommodation is guilty of an offence punishable on summary conviction".