

# Residence Licence & Meal Plan Agreement – ELIP – Fall 2018

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

- A. RESIDENCES
- B. CANCELLATIONS
- C. WITHDRAWALS
- D. FEES
- E. MEAL PLAN
- F. GENERAL

## 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 commencing September 3, 2018 and terminating December 14, 2018 (Licence Period) 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 enrolled at the University, 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. Students are not guaranteed their choice of residence, room or room-mate. Residence Services reserves the right to relocate a Resident. If for any reason the relocation results in a higher rate of accommodation, the Resident must pay the prorated increase in full.
3. If a Resident is applying for the Winter semester and wishes to stay in Residence between the Fall and Winter semester, the Resident must submit an Extension Form electronically to Residence Services. There will be additional fees charged for this time period, but such request is subject to approval by Residence Services, in its sole discretion. Please refer to the Residence Student Handbook for policy details.
4. A Resident who is required to stay after December 14, 2018, must submit an Extension Form electronically to Residence Services by November 12, 2018 at 8:00 am. Such extension is subject to approval by Residence Services, in its sole discretion. An extension fee of \$50 per night will apply, unless other agreements are made.
5. 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 the rooms upon such notice as is reasonable in the circumstances without the student being present, 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 situation has arisen and access is required; when a student vacates the room for break period; to conduct room checks and semester end wrap up duties; to turn off radios, TV's and alarm clocks etc. left at disruptive volumes when the student is not home; and/or when there is reasonable cause to believe that University regulations and/or the law is being violated. Residence student may or may not be in attendance at the time of inspection.
6. Any charges relating to loss or damage of the University Residence will be charged to the Resident's University account.
7. Any charges relating to cable or internet service from an outside provider are the sole responsibility of the Resident.

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## B. CANCELLATIONS

8. An application may be cancelled subject to the following penalties.

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 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	Applicant receives no refund of deposit. Applicant remains in contract, (unless not registered at University of Windsor)

9. Where a student enters a Residence contract 48 hours before, on or after September 3, 2018, they shall not be permitted to cancel their application pursuant to section D.
10. The applicant must complete a cancellation form found on our website [www.uwindsor.ca/residence](http://www.uwindsor.ca/residence) under Forms and Documents

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## C. WITHDRAWALS

Residents may withdraw from the Residence Licence & Meal Plan Agreement under the following conditions:

- a) He\she withdraws academically, is required to withdraw from the University or is released with cause by Residence Services.
- b) Finds a suitable replacement who is acceptable to Residence Services and who is not already living in or made application to Residence Services

### Procedure Following Approval of Withdrawal Request:

11. A prorated adjustment will be made to the Resident's account for the residence portion of their contract, provided the following conditions are met:
  - a) Residents must submit a Withdrawal Form electronically to Residence Services (Withdrawal Form) indicating their intention to withdraw from Residence and the effective date of that withdrawal.
  - b) Withdrawal Form must be received by Residence Services before November 12, 2018 for the Fall Term, in order for a partial refund to be received. No refunds will be available after these dates.
  - c) A \$200.00 processing fee and all other applicable fees will be charged to the Resident in respect of their withdrawal.
  - d) Residents who have withdrawn and subsequently re-register prior to the termination date of the agreement, will be responsible for and will pay the full sum owing to their termination date.
  - e) A prorated refund will be applied to the Resident's meal plan account. The adjustment cannot exceed the balance remaining in the account and no refunds will be available after November 12, 2018 (subject to change based on approval) for the Fall term. No refunds will apply to the Capital Fund and Fixed Overhead charges applied to the meal plan. A \$50 administrative fee will be applied at the time of the Meal Plan adjustment.
  - f) 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.
12. A proration of the non-refundable fees will be charged to both Residents when suitable replacements (acceptable to Residence Services) are found.
13. When a withdrawal is approved, a Resident must meet with their Resident Assistant or Facility Coordinator to perform a proper check out and to return their residence keys. In special circumstances, a Resident may use the express check out process. Failure to do so will result in the student being charged under the Residence check out procedures.

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## D. FEES

14. The fee schedule forms a part of the Residence Licence and Meal Plan Agreement.
15. A deposit of \$475 is required to process a Residence Application (the "Application") and will be credited toward the full residence fee. Deposits may be submitted directly to Residence Services at the time of application, through on-line banking or at the Cashiers office. Ensure funds are marked as a residence deposit. Room assignment cannot be processed unless Residence deposit is made.
16. A Resident arriving to residence after September 2, 2018 and for whom accommodations have been held, will receive no adjustment of the residence fee.
  - a) Any student whose academic program starts later than the 1<sup>st</sup> day of the semester will be charged starting from the later move in date.
17. All cheques returned by the bank for any reason, must be replaced immediately by cash, certified cheque or money order together with a \$25.00 NSF fee.

## 2018 FALL RESIDENCE FEES\*

	Fall 2018
<b>Alumni Hall - Single</b>	\$4,221
<b>Cartier Hall - Double</b>	\$3,687
<b>MacDonald – Double</b>	\$3,206
<b>Laurier, MacDonald - Single</b>	\$3,881

\* *Compulsory and non-refundable fees included in residence fees above. All fees are based on 2018-2019 rates*

### RESIDENCE FEES

- Fall fees are due August 15, 2018

and includes:

- Utilities
- Furnished Room

### COMPULSORY AND NON REFUNDABLE RESIDENCE FEES: (included in the fees above)

	FALL 2018
Inter-Residence Council Fee:	\$7.50
Residence Activity Fee:	\$10.00
Technology Fee: consists of telephone line, Wireless Internet)	\$100
Laundry:	\$45 loaded onto laundry card, \$5 administration fee
Refrigerator:	\$22.50 per person for a double room
Refrigerator:	\$45.00 per person for a single room

If you have any questions about the collection of this information please contact Residence Services at 519-253-3000 ext. 3279.

## E. MEAL PLAN

18. Residents are required to purchase a meal plan while living in residence. Refer to [www.uwindsor.ca/food](http://www.uwindsor.ca/food) for details on meal plan rates. Residents may contract for a meal plan of a higher value than stipulated in the fee schedule.
19. The meal plan may only be used to purchase food and beverages at Food Service outlets designated by the University. Meal plans cannot be used to purchase alcohol or gift certificates from any of our Off Campus Partners or to pay any other fees owed to the University of Windsor.
20. Selling of unused meal plan money is not permitted.
21. The University accepts no liability for lost, misplaced or stolen student cards and reserves the right to confiscate without recourse, any student card which bears evidence of alterations.
22. Any unused balance remaining in the meal plan accounts of the Resident on the termination date of this Agreement, will be subject to the University of Windsor Meal Plan Carry-Forward Policy.
23. Residents may add money to their meal plan at the Food Services office, J01 in Vanier Hall or the UwinCard Office in the CAW Student Centre (lower level).
24. The meal plan account is HST exempt on most purchases made at Food Service outlets on campus, except on taxable items at the Bru in Alumni Hall or with our Off Campus Partners. This is a current meal plan tax policy and is subject to change in accordance with provincial or federal legislation.
25. Meal plan fees or hours of operation are subject to change as deemed necessary or when due to circumstances beyond Food Services' control. The University reserves the right to increase or otherwise change the prices of items available for purchase in its Food Service outlets. Residents will be given reasonable notice of changes to the plan and such changes will be made fairly and in due consultation with student representatives.

## **F. GENERAL**

26. 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 Agreements thereof. The Resident acknowledges that all rules, regulations and procedures outlined in this Residence License and Meal Plan agreement and in the Residence Student Handbook as amended from time to time, including those pertaining to Food Services, shall be in full force and shall bind the Resident.
27. Where behaviour, personal security or health issues are of serious concern, Residence Services reserves the right to notify the "Emergency Contact" name listed on the Application. In these circumstances and when the student is less than 18 years of age, the parent or guardian may be notified rather than the "emergency contact".
28. All electronic communication from the University of Windsor will be directed to the Resident's UWin email account or the email address provided on the residence application only if the UWin email address is not yet activated. It is the student's responsibility to check their UWin email account.
29. Residence Services reserves the right to terminate residence agreements, reassign 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.
30. 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.
31. The Resident agrees that, in the event of any breach of any rule of residence at any time or condition of this agreement, 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.
32. The Resident agrees that upon any breach of this agreement, Residence Services may, at its discretion, immediately terminate the Residence Licence and Meal Plan Agreement upon written notice to the Resident and the Resident shall vacate the premises. In the event that 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.
33. 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
34. The University assumes no responsibility and is not liable for any loss, theft or damage to Residents' personal property.
35. The Resident will not retain anything in the residence 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.
36. Residence Services will not be liable to perform its obligations under the Residence and Meal Plan Agreement 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.
37. Please Note: A section of the Criminal Code provides "that anyone who fraudulently obtains food, lodging or other accommodation is guilty of an offense punishable on summary conviction".

### **FOR MORE INFORMATION:**

#### **Residence Services**

University of Windsor  
401 Sunset Ave.  
Windsor, Ontario, N9B 3P4  
(519) 253-3000, ext. 3279  
Fax: (519) 971-3631  
E-mail: [resservices@uwindsor.ca](mailto:resservices@uwindsor.ca)  
Website: [www.uwindsor.ca/residence](http://www.uwindsor.ca/residence)

#### **Food Services**

University of Windsor  
401 Sunset Ave.  
Windsor, Ontario, N9B 3P4  
(519) 253-3000, ext. 3291  
Fax: (519) 971-7082  
Meal Plan Inquiries contact Jane Meunier, [jmeunier@uwindsor.ca](mailto:jmeunier@uwindsor.ca)  
Website: [www.uwindsor.ca/food](http://www.uwindsor.ca/food)