

THE BOARD OF GOVERNORS OF RED DEER COLLEGE ("RDC") AND

THE RESIDENT \_\_\_\_\_ ("Resident")  
AGREE THAT:

**1. Definitions**

In this Agreement,

- (a) "Business Day" means any day, excluding Saturday, Sunday and days listed as holidays in the RDC Calendar and any other days determined by Residence Administration not to be a Business Day;
- (b) "Assigned Unit/Room" means the room and/or residence unit in the RDC Residence assigned by RDC to the Resident;
- (c) "RDC Residence" includes Four Bedroom Towers, Four Bedroom Clusters, Four Bedroom Blocks, Two Bedroom Cluster, Bachelor Unit, Four Bedroom Cluster – Apprentice, Barrier Free Housing, Studio Suites;
- (d) "Resident" shall be a registered student of Red Deer College who holds a current Residence Agreement.

**2. License Agreement**

Assigned Unit/Room: \_\_\_\_\_

- (a) This Agreement is a license to occupy the Assigned Unit/Room and does not give the Resident any rights of tenancy in the Assigned Unit/Room; OR
- (b) If governed by the Residential Tenancies Act, the Resident can occupy the Assigned Unit/Room subject to the terms and conditions of this Agreement and of the Residential Tenancies Act of Alberta. If the relationship between the Resident and RDC is a tenancy governed by the Residential Tenancies Act then the terms of that Act apply as do the provisions of this Agreement but if there is a conflict between the terms of this Agreement and the Act, the Act prevails.

**3. Term**

- (a) The term of this Agreement begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ends at noon on the \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_.
- (b) Fall Term Occupancy Dates:
- (c) Winter Term Occupancy Dates:

**4. Room Fees**

- (a) The Resident shall pay to RDC the term fees in the the sum of \$\_\_\_\_\_ on or before the first day of class each and every term of this Agreement.

**5. Security Deposit**

The Resident shall pay to RDC the sum of \$\_\_\_\_\_ as a security deposit to be held by RDC or its agents during the term of this Agreement, as security for the performance of the conditions of the Agreement by the Resident. The deposit shall be returned to the Resident after the Resident has vacated the Assigned Unit/Room less any deductions for the cost of repairs, lock changes, cleaning and amounts outstanding to RDC.

**6. Limitations of Liability and Indemnification**

RDC assumes no responsibility or liability for losses or damages to personal property and RDC shall not be responsible for damages, inconvenience or fumigation costs due to insect infestation. The Resident indemnifies and saves harmless RDC for and in relation to any and all losses or damages caused by the Resident or the Resident's guests or invitees, through neglect, misuse or carelessness and the Resident shall indemnify and save harmless RDC for and from all actions, causes of action, or claims for damage or injury of any nature, kind and description whatsoever, arising out of or in connection with the Resident's occupation of the Assigned Unit/Room, or the facilities, parking areas and grounds located in, upon or associated with the RDC Residence.

**7. Representations of the Resident**

The Resident shall be enrolled as a full time student at Red Deer College for the entire duration of the occupancy period.

**8. Covenants of the Resident**

The Resident shall comply with the RDC Residence Handbook and all other RDC policies which include and are not limited to the Student Misconduct: Academic and Non-Academic Policy and the Student Rights and Responsibilities Policy. The Resident acknowledges and agrees that:

- (a) the RDC Residence Handbook is a legally binding appendix to this Agreement;
- (b) the Resident has read the RDC Residence Handbook and shall comply with all policies and community standards as outlined therein; and
- (c) failure of the Resident to read the RDC Residence Handbook or any applicable policies shall not excuse the Resident from compliance.

**9. Termination of the Agreement by RDC**

- (a) Red Deer College may terminate this Agreement by giving the Resident a minimum of 24 hours' notice if the Resident:
  - (i) ceases to be a student at Red Deer College;
  - (ii) fails to make any payment owing under this Agreement by the date on which payment falls due;
  - (iii) is found in violation of Red Deer College non-academic misconduct policies and a resulting sanction is removal from residence; or
  - (iv) breaches this Agreement which includes violating any of the behavioural standards in the Residence Handbook.
- (b) RDC may terminate this Agreement and require the Resident to deliver up vacant possession of the Assigned Unit/Room immediately if the Resident is discovered committing an illegal offence or using the Assigned Unit/Room for illegal purposes, or if RDC determines in its discretion that the eviction is necessary for the benefit of the other residents of RDC Residence or the Red Deer College.

**10. Termination of the Agreement by the Resident**

- (a) If the Resident elects to terminate the Residence Agreement prior to the end of their current Term the Resident shall be responsible for the full amount payable up to the end of the Term, which includes all amounts payable as term fees, fines, cleaning and damage charges, and the Resident shall also be responsible for the administration and processing charges set on in 10(d) below, and RDC shall credit the Resident with any term fees received from a replacement Resident for that Term. The Resident may terminate this Residence Agreement prior to the end of the Term, by providing RDC with written notice of their intention to do so (using the "Notice to Vacate" form) at least 30 days prior to moving out. The Resident must move out of the Premises and return all keys and access cards where applicable before 12:00 noon on the date indicated on the Notice to Vacate form. Failure to return all keys and access cards will result in the Resident being charged a lock change fee.
- (b) If the Resident has signed an Agreement for the full Academic Year as indicated in paragraph 3, the Agreement may be terminated by the Resident in the Fall Term for the upcoming Winter Term no later than December 1 in the Fall Term by providing a duly executed Notice to Vacate Form to RDC on or before December 1 in the Fall Term. If the Resident provides the Notice to Vacate Form to RDC for the upcoming Winter Term on or before December 1 of the preceding Fall Term then with respect to the upcoming Winter Term the Resident shall only be responsible for the administration and processing charges set out in 10(d) below. If the Resident does not provide the Notice to Vacate Form to RDC by December 1 then the Resident shall be responsible for the full amount payable up to the end of the Winter Term, which includes all amounts payable as term fees, fines, cleaning and damages charges and the administration and processing charges set out in 10(d) below and RDC shall credit the Resident with any term fees received from a replacement Resident for the Winter Term.
- (c) RDC reserves the right in its sole discretion to allow the Resident to terminate the Agreement with RDC's consent in which case the Resident would only be responsible for the administration and processing charges set out in 10(d) below in cases where the Resident must terminate the Agreement due to reasons entirely beyond the Resident's control and where the Resident has provided a Notice to Vacate Form at least 5 days prior to their

intended date of termination and has specified in writing the reasons beyond the Resident's control which account for the termination.

(d) The administration and processing charges upon termination of the Agreement shall be in the amount of \$150.00.

#### **11. Termination under Residential Tenancies Act**

Notwithstanding paragraph 9 and 10, if the Residence Agreement is governed by the Residential Tenancy Act of Alberta, the termination of the agreement by RDC or the Resident is subject to that Act.

#### **12. Occupancy**

(a) RDC reserves the right to reassign a Resident to an alternate Assigned Unit/Room. The Resident shall move within 24 hours of receiving a reassignment notice.

(b) Any other transfers of Assigned Unit/Room during the academic year shall be allowed only if deemed necessary in the sole discretion of RDC.

(c) The Resident shall not assign this Agreement or permit any person to occupy the Assigned Unit/Room other than as assigned by RDC.

(d) The Resident shall permit RDC, or its agent, entry for the purpose of inspecting the condition of the Assigned Unit/Room after giving the Resident 24 hours advance notice of entry via the Resident's primary email address or mailbox, as set out in paragraph 25, or through paper notices posted in the RDC Residence building entrances or other common areas. **In cases where 24hrs advance notice cannot be given**, RDC at all reasonable times and in emergencies at any time shall be at liberty to enter the Assigned Unit/Room to examine or make repairs.

(e) The Resident shall permit RDC or its agents, entry for the purpose of inspecting the condition of the Assigned Unit/Room without notice or consent:

(i) when a Resident submits a request for maintenance or other facilities services;

(ii) when there is reason to suspect a threat to a person's health or safety;

(iii) when there is reason to suspect an occurring or potential facilities hazard, for example, pests, water damage or fire safety; or

(iv) when there is reason to suspect a violation of this Agreement, the Residence Handbook, a Red Deer College policy or an applicable law/bylaw.

#### **13. Insurance**

Prior to the Resident taking possession of the Assigned Unit/Room, it is recommended that the Resident shall (i) obtain liability insurance to a minimum limit of one million dollars (\$1,000,000.00) to cover any liability arising from their actions in the Assigned Unit/Room or the RDC Residence; and (ii) obtain the requisite insurance for the Resident's personal property. The Resident should maintain this insurance coverage throughout the period of stay. The Resident expressly acknowledges and agrees that RDC shall not be liable or responsible in any way for any loss or damage to property belonging to, under the control of or in the possession of the Resident or any invitee of the Resident. The Resident waives any and all of its rights of recovery against RDC with respect to any loss or damage to personal property located on or about the assigned Unit/Room or within the RDC Residence. For greater certainty, this section shall survive the expiration or termination of the Agreement.

#### **14. Vacant Possession**

(a) Where this Agreement is terminated, the term of the Agreement has expired, or the Resident's Assigned Unit/Room is reassigned by RDC, the Resident shall:

(i) vacate the Assigned Unit/Room, leaving all of the Assigned Unit/Room's furnishings and fixtures in it completely clean and in good condition, reasonable wear and tear excepted; and

(ii) deliver the assigned RDC Residence keys to Residence Administration by 12:00 p.m. on the Resident's departure date.

(b) Where the Resident does not vacate the Assigned Unit/Room in accordance with this Agreement:

(i) RDC or its agents may enter and occupy the Assigned Unit; and

- (ii) the Resident shall pay RDC for any occupation of the Assigned Unit/Room beyond the date vacancy is required by this Agreement.
- (c) Where the Resident has breached this Agreement, the Residence shall pay to RDC all costs incurred by RDC to rectify the breach. Where the Resident has failed to leave the Assigned Unit/Room and its furnishings and fixtures clean and in good condition, reasonable wear and tear excepted, the Resident shall pay to RDC all costs incurred by RDC in restoring the Assigned Unit/Room to a clean and habitable condition. Where the Resident or a guest of the Resident has caused damage to any property in the Residence Complex, the Resident shall pay to RDC all costs incurred by RDC to repair the damage.
- (d) Where this Agreement is terminated, the Resident shall pay to RDC forthwith the administration and processing charges set out in this Agreement and any other amounts owing pursuant to this Agreement.

#### **15. Guests**

- (a) Residents are always responsible for the conduct of any guests or others they allow into the RDC Residence. Anybody who does not live in a building is a guest in that building. Anybody who is not assigned to a room/suite is a guest in that room/suite. Residents must comply with the following with respect to their guests:
  - (i) Residents hosting guests must escort them at all times and ensure they comply with all the expectations and responsibilities of residents;
  - (ii) staff is authorized to require any guests to immediately vacate a room/suite, common area or building if in the sole discretion of staff the guest is causing a disturbance, posing a risk or not properly escorted by a host; and
  - (iii) staff is authorized to ban guests who do not comply with all the expectations and responsibilities of residents.

#### **16. Force Majeure**

To the extent that RDC is unable to fulfill, or is delayed or restricted in fulfilling its obligations under this Agreement by any cause beyond its control which is not reasonably foreseeable (such as, but not limited to, fires, floods, earthquakes, tornados and other acts of God, or acts of war), RDC shall be relieved from the fulfillment of its obligations hereunder. Additionally, and without restricting the generality of the foregoing, RDC shall not be responsible for failing to meet its obligations under this Agreement due to a strike by its employees, a lockout of employees by RDC and/or any other form of job action or labour unrest.

#### **17. Communication**

With the exception of notices from RDC to the Resident pursuant to paragraph 17 RDC may communicate with the Resident via the primary email address provided by the Resident as well as their student email provided by RDC. Correspondence may also be sent via hard copy to the Resident's mailbox. Communication sent via email or mailbox is considered delivered and received 24 hours after delivery. Important and/or time sensitive information may be communicated; therefore, the Resident must check her/his mailbox, primary email address, or spam folder in that account every 24 hours. Consequences resulting from the Resident's failure to check a mailbox, primary email address, or a spam folder in that account every 24 hours are solely the Resident's responsibility.

#### **18. Notice**

Any notice by the Resident to RDC shall be in writing and shall be deemed served if it is delivered to RDC Residence Administration to a person who is employed by RDC Residence Administration, or sent by registered mail to: **Red Deer College, Residence Administration, 100 College Boulevard, P.O. Box 5111, Red Deer, Alberta, T4N 6P6.**

A notice served personally shall be effective on the second Business Day after service, and a notice sent by mail shall be effective on the fourth Business Day after mailing.

- (b) Any notice by RDC to the Resident shall be in writing and shall be deemed served if it is:
  - (a) served on the Resident personally;
  - (b) left at the Resident's Assigned Unit/Room;
  - (c) left in the mail box assigned to the Resident by RDC;
  - (d) emailed to the Resident's email address that was supplied on their application for residence; or

(c) given via telephone or telephone voicemail to the Resident's telephone number that was supplied on their application for residence.

**19. Freedom of Information and Privacy Act**

Resident and RDC acknowledge and agree that the Freedom of Information and Protection of Privacy Act of Alberta, RSA 2000, C.F-25, as amended applies to and governs all records and may require the disclosure of such records to third parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RDC or RDC's Agent**

\_\_\_\_\_

**Resident**

\_\_\_\_\_

\_\_\_\_\_  
Witness

**Parent/Guardian of Resident if Resident is a Minor**

\_\_\_\_\_

\_\_\_\_\_  
Witness

The submission of an online Residence Application indicates the student has read and understood the conditions of the Residence Agreement/Contract and its related documents as a condition of applying to and, if accepted, living in residence at Red Deer College. The student agrees that the terms and conditions of the Residence Agreement/Contract, on-line Residence Handbook and the Code of Student Rights and Responsibilities are effective and binding legal obligations that are enforceable.

If the tenancy created by this Agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.