

Centre for Digital Media Student Residence Agreement

Between:

Great Northern Way Campus Ltd. (the "University")

And:

NAME TO BE DETERMINED ("you")

The address of your unit is # ??? - 685 Great Northern Way, Vancouver, B.C. V5T 0C6 (the "Premises"). In this Agreement, the "Centre" means the buildings, facilities and land known collectively as the Centre for Digital Media.

This document is important. This is a legally binding agreement between you and the University, which sets out your legal rights and obligations, and the University's rights and obligations with respect to your occupation of the Premises.

Accordingly, you represent and warrant that you have read and understood this Agreement and agree to be bound by its terms.

Each section of this Agreement is important. Nonetheless, please ensure that you and the Agent have initialled the following sections:

- Section 2 (Length of Residency)
- Section 3 (Prepaid Quarterly Rent, Security Deposit and Other Fees)
- Section 4 (Breach or Non-performance)
- Section 5 (Occupants)
- Section 8 (Guests)
- Section 10 (Abandoned Premises)
- Section 31 (Residence Handbook and the Code of Conduct)
- Section 37 (Sublease and Application of Residential Tenancy Act)
- Section 41 (University's Right to Relocate You)

Signed by the University this TBD day of _____ 20____.

Dorset Realty Group Canada Ltd., as the agent for the Great Northern Way Campus Ltd., by its authorized Signatory:

TBD)

Authorized Signatory)

Signed by the Resident this TBD day of _____ 20____.

Resident Signature) Print Name (Resident)

WITNESS:)

Witness Signature (family, friend, co-worker, employer etc.)

Address)

If you are under the age of 19 on the date you are signing this Agreement, then your parent or guardian must agree to co-sign this Agreement on the form set out in schedule "C".

1. **Grant**

In consideration of the Prepaid Quarterly Rent, as defined in section 3 below and the covenants, conditions and agreements to be paid, observed and performed by you, and the mutual agreements of the parties, the University demises to you and you rent from the University the Premises, for the Term, as defined in section 2 below, on the terms of this Agreement.

2. **Length of the Residency**

Your residency is for **a fixed term** (the "Term") of 12 months, commencing on September 1, 2023 and ending on August 28, 2024 (the "Expiry Date").

On or before the Expiry Date, or the sooner termination of the Term, you shall vacate and surrender the Premises to the University in the condition in which it was required to be kept pursuant to this Agreement and the move in condition inspection report prepared pursuant to section 11.

3. **Prepaid Quarterly Rent, Security Deposit and Other Fees**

Quarterly Rent (Prepaid) \$3,090.36	\$3,090.36
Total Quarterly Payment	\$3,090.36
Security Deposit (50% of Rent)	\$515.06

Other Fees:	
Late/NSF Cheques (per occurrence)	\$35.00
Lost Keys (per occurrence)	\$50.00
Lost Laundry Keys (per occurrence)	\$25.00
Cleaning	\$20.00/hour
Lock Change	\$5.00
Damage to Furniture or Other Property	Cost to repair or replace at the University's Option. See Schedule "A" attached for the cost to replace.

(a) Payment of the Prepaid Quarterly Rent, Security Deposit and Other Fees

You agree with the University as follows:

- (i) to pay the Security Deposit concurrently with delivering a signed copy of this Agreement to the University on or before **June 30, 2023**
- (ii) to pay to the University the Total Quarterly Payment set out in the Lease Agreement for Term, by cheque drawn on a Canadian financial institution, Bank Draft, Money Order, Wire Transfer, eTransfer, Direct Debit * or Credit Card ** and
- (iii) **to deliver to the University 4 post-dated cheques made payable to the University, dated August 1, 2023, November 1, 2023, February 1, 2024 and May 1, 2024**, each for the amount of the Total Quarterly Payment for the first, second, third and fourth quarters of the Term OR payment to be made Quarterly by Bank Draft, Money Order, Wire Transfer, eTransfer, Direct Debit* or Credit Card** on the same dates and amounts aforementioned.

*Direct Debit payment will be available to new residents effective the Lease Start date, not before.

**Credit Card payment will be available to new residents effective the Lease Start date, not before. (Service Fees are charged by the service provider.)

NOTE: If you are a renewing Tenant and relocating to a new Apartment within CDM, a new Account Number will be assigned to you if you are currently using Direct Debit (TenantPay). Please contact Dorset Realty Group Ltd. for your new Account Number.

Security Deposit. The University will hold the Security Deposit, without interest, and may, at its sole discretion, apply the Security Deposit to any amount owing pursuant to this Agreement that is not paid when due. Upon the expiry or earlier termination of this Agreement, the Security Deposit shall be returned to you in accordance with Section 11. It is also understood and agreed that if you terminate this Agreement prior to the commencement date of the Term, the University may retain the Security Deposit as a genuine pre-estimate of the University's damages arising from your early termination. If you cancel this Agreement on or after the commencement date of the Term or after the move in date, whichever is earlier, the terms and conditions of section 7 below shall apply.

Other Fees: You will pay to the University by cash, cheque, money order or bank draft all Other Fees that are assessed by the University against you at the time of such assessment, and in the case of an NSF cheque, you will replace such cheque with a certified cheque or pay by cash.

(b) **What is included in the Quarterly Rent**

The items that are included in the Prepaid Quarterly Rent, the arrangements for the supply of internet service hook ups and the shared use of certain common facilities on each floor of the Centre are set out in section 18 below.

4. **Breach or Non-performance**

If at any time:

- (a) you do not pay the Prepaid Quarterly Rent, or any other amount which becomes owing pursuant to this Agreement, within 10 days of when it is due and payable, or
- (b) you or any other occupant of the Premises breaches or fails to observe or perform any other covenant, agreement or obligation in this Agreement, then the University, in addition to any other available remedies, may at its option immediately re-enter and take possession of the entire Premises by force if necessary without previous notice, remove all persons and property and use such force and assistance as the University deems advisable to recover possession of the Premises. No re-entry by the University shall operate as a waiver or satisfaction, in whole or in part, of any right, claim or demand of the University arising out of, or connected with, any breach, non-observance or non-performance of any covenant or agreement by or on your part. In the event the University exercises its option to re-enter and take possession of the Premises, you shall remain liable under this Agreement for any outstanding Prepaid Quarterly Rent and all other amounts that may come due pursuant to this Agreement.

5. **Occupants**

- (a) You acknowledge that you will be the sole occupant of the Premises. No children are permitted to live / reside in the rental premises.
- (b) Most resident suites permit only ONE occupant. If an additional occupant is permitted by the University, then the proposed additional occupant will be required to complete and provide a rental application form for the University's review. Subject to the University's approval of any occupants (and their credit or reference check), there is an additional monthly rent of \$100.00 due for each 'approved' occupant.

6. Eligibility

- (a) Residency in the Premises is restricted to students of the University who are over the age of 17 on or before December 31, 2023; provided however, if the University is unable to fill all of its vacancies in the Centre by December 31, 2023 in any calendar year, the University shall be free to enter into such agreements with students in the Masters of Digital Media program, or otherwise eligible students enrolled at SFU, UBC, or BCIT.
- (b) All persons occupying premises in the Centre must remain registered throughout the Term as a student of the University and be attending classes on a regular basis. Proof of this shall be provided to the University upon request. Your failure to maintain your student status at the University is cause for immediate termination of your tenancy in the Premises.
- (c) The use of any false or misleading information in any application for residency in the Premises, or in response to a request for information by the University, is a breach of this Agreement and may be cause for immediate termination of the tenancy.
- (d) This Agreement shall not come into full force and effect, nor will you be entitled to take possession of the Premises, until you have provided evidence satisfactory to the University that you have paid to the University the tuition fees that are due prior to the commencement date of the Term.

7. Departure

- (a) You shall continue to pay Prepaid Quarterly Rent or all other amounts that are owing under this Agreement to the University, in relation to your occupation of the Premises, until the effective date of termination, and shall, on the effective date of termination, make any final payment of outstanding amounts.
- (b) The University's standard move-out and Security Deposit processing procedures will apply.

8. Guests

You are responsible for the behaviour of your guests in the Premises and in the Centre and any behaviour by a guest that breaches a term of this Agreement shall be deemed to be a breach of the Agreement by you.

No guest, or series of guests, may stay at the Premises for more than 4 nights in any 30-day period without the prior written consent of the University.

9. Vacating

You must provide vacant possession of the Premises, follow all check-out procedures including the cleaning of the Premises and return all keys to the Premises, no later than 12:00 p.m. (Noon) of the Expiry Date unless you have received prior written authorization to do otherwise. Vacant possession means removing all persons and personal possessions from the Premises. If the Resident fails to provide vacant possession when required pursuant to this Agreement then in addition to the University's other remedies, you will pay all the University's costs for such failure to vacate including, without limitation, the cost to the University incurred to provide hotel and food for the incoming resident who is scheduled to take possession of the Premises.

10. Abandoned Premises

- (a) You and the University agree that the Premises may be deemed to be abandoned when your personal property has been substantially removed from the Premises and the Prepaid Quarterly Rent or other amounts owing pursuant to this Agreement remain unpaid after the date on which they are due, notwithstanding that the University continues to hold your Security Deposit.
- (b) You and the University agree that if the Premises are abandoned, the University may re-enter the Premises and, in addition to any additional rights the University may have, the University may enter into a new Residence Agreement with a new resident for the Premises. In that event, re-entry may be made without notice to you and without liability for damage or prosecution.
- (c) You acknowledge that in the case of abandonment, the University may remove and dispose of any of your personal property that has been left behind. You agree that the University shall be under no obligation to store your abandoned belongings and attempt to sell them or otherwise recover their value.

11. Condition of Premises and the Common Area

You and the University will conduct a move in condition inspection of the Premises prior to you moving in. You will be provided with a copy of the move in condition inspection report. Upon vacating the Premises, you will conduct a move out condition inspection. A copy of the move out condition inspection report will be provided to you. Following the rectification of any damages noted on the move out condition report that were not noted on the move in condition report, the Security Deposit, without interest, will be returned to you less any deductions made in connection with rectifying the damages or other amounts for which you are liable to the University pursuant to this Agreement.

You must maintain ordinary health, cleanliness and sanitary standards throughout the Premises for the term of this Agreement. Without limiting the forgoing you shall not allow conditions to exist that encourage the infestation or propagation of insects, rodents or other vermin. You are responsible for the cost of repairing damage to the Premises and Centre caused by you and your guests. You are not responsible for reasonable wear and tear to the Premises.

12. Renovations and Alterations

You shall not alter, redecorate, wallpaper, paint or change in any way the Premises except as authorized in writing by the University. Without limiting the forgoing, you shall not cause spikes, hooks, screws or nails to be put into walls or woodwork of the interior or the exterior of the Premises so as to damage the Premises. Examples include the attachment or installation of bookcases, shelving, hanging planters and security alarm systems. The condition of the walls, beyond the usual wear and tear, shall be your responsibility.

You shall pay to the University the University's costs of rectifying any damage you and/or your guests cause to the Premises and to the Centre.

13. University's Right of Entry

- (a) You acknowledge that the University has the right to enter the Premises at any time without notice in the event of an emergency, or when the University has a reasonable belief that you are in breach of this Agreement.
- (b) Subject to subsection (c) below, the University shall attempt to provide you 24 hours' notice prior to entering the Premises for the purposes of conducting renovations, alterations or repairs (other than emergency repairs) which in the sole discretion of the University are necessary or desirable, or the University plans to show the Premises during the Term to a potential resident who would rent the Premises following the expiration of the Term.

- (c) If you request repairs or maintenance to be carried out in the Premises, you hereby consent without further notice to the entry into the Premises by any tradesperson at such times as the tradesperson is available to carry out such work, whether or not you are at the Premises at that time.

14. Locks

No additional locks shall be placed upon any door of the Premises, nor shall the locks be altered without the written consent of the University. You agree to pay to the University a fee for any lock changes and additional keys you may require, all as is set out in section 3 above.

15. Notification of Repairs

You will provide the University with prompt notification of any repair work or maintenance needed to the Premises.

16. Fuses and Light Bulbs

You shall replace and pay for any burned out fuses and light bulbs in the Premises and leave all such working replacements when vacating.

17. Liability

The University is not responsible in any way for the death, or personal injury, suffered by you or other occupants of the Premises, your guests, invitees, or any other persons who may be in or about the Premises or Centre, however this may occur.

The University is not responsible for your property, which may be lost, stolen or damaged in any way whatsoever and however this may occur on the Centre or within the Premises.

The University does not carry insurance for your benefit as a resident. You are strongly encouraged to obtain your own insurance coverage.

18. Utilities

The University will supply water, electricity, heat and a connection for telephone and internet access to the Premises, the cost of which is included in the Prepaid Quarterly Rent. In the event of a breakdown of the electrical or mechanical systems, the University will not be liable for damages for personal discomfort or any other damages, but the University will carry out repairs with reasonable diligence.

You shall be responsible for hooking up your own telephone and television services to the Premises, and paying for services on an ongoing basis. You are also responsible for discontinuing such services.

19. Assigning or Subletting

You may not assign this Agreement or sub-let the Premises without the University's prior written authorization, which will be exercised in the University's sole and unfettered discretion. You acknowledge that the minimum requirement for a sublet is that the person subletting your Premises must meet the eligibility requirements set out in Section 6.

20. Pets

No pets or animals are permitted in the Centre or in your Premises. For greater certainty, you will not permit guests to bring animals in or near your Premises. If, during the term of this Agreement, you require that a guide animal reside in your accommodation, even temporarily, you must follow the process described below, before the arrival of the animal at your accommodation.

You may apply to keep a guide animal (as defined in the Guide Animal Act of British Columbia) at your accommodation provided that you apply to the University and supply to the University documentation acceptable to the University to verify that:

- a) the guide animal is certified as a guide animal pursuant to the Guide Animal Act of British Columbia; and
- b) the guide animal is required by you due to a documented disability.

You acknowledge that the University requires at least 60 days to make those arrangements and accommodations that the University deems to be reasonable and suitable for residents requiring guide animals and those other residents that may be affected by the presence of guide animals. Accordingly, you will apply to the University and provide the information described above as soon as reasonably possible after learning about your requirement to reside with a guide animal. You also acknowledge that a failure to submit your application 60 days before the arrival of the guide animal at your accommodation may result in your relocation to another accommodation, either on a temporary basis, or for the remainder of the Term.

You shall keep the guide animal(s) residing at your Premises in such a manner as to not disturb, threaten or create any other nuisance to other persons.

21. Conduct on Property

In addition to complying with the Centre's Code of Conduct (see Section 31 below), you shall not cause or permit noise, odour or nuisance of any kind, which, in the opinion of the University, may disturb anyone, including other residents of the Centre. Upon request, you will discontinue any offensive activity that is brought to your attention by the University or any other person. You shall immediately cease and desist from the conduct or activity giving rise to the noise, odour or other nuisance.

22. Use of Premises

You will use the Premises solely for residential purposes. You will not use the Premises for any illegal or unlawful purposes. You will not carry on any commercial business activity from the Premises.

23. No Additional Major Appliances

You will not use or install any major appliances other than those provided by the University. Major appliances include, but are not limited to, stoves, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

24. Facilities for all Residents

Any area connected with or adjoining or adjacent to the Premises is for the use of all residents of the Centre and not for your sole or exclusive use and you will not obstruct or hinder the use of the same by other persons.

25. Obstruction of Passageways

You shall not obstruct nor store personal belongings in the entry passages, hallways and stairways, including areas under stairways, of the Centre.

26. Throwing Objects

You shall not throw and you will not allow to be thrown objects, out of the windows or doors or down the passages the Centre.

27. Safety Regulations

You will take every precaution to avoid fire hazards in and around the Premises and within the Centre and will observe all safety regulations, including those communicated by the University.

(Initial Here – Agent ____ Resident____)

28. Combustible Materials

You shall not at any time bring or keep on the Premises or Centre any flammable, combustible or explosive substance. Without limiting the foregoing, you shall not store kerosene, gasoline, fireworks or devices containing such substances or materials, in or near the Premises.

29. Barbecues

Barbecues and barbecuing are NOT permitted within the Premises, or anywhere on the Centre, at any time.

30. Weapons

You and your guests are not permitted, at any time, to bring onto or keep in your Premises or the Centre any of the following:

- any real or replica projectile weapons, including but not limited to real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns and air guns, which includes BB guns; or
- blades including but not limited to swords, bayonets, épées, and blades used in martial arts; and
- any other weapons, whether used for martial arts or other forms of combat training, or otherwise.

Wielding any object in a threatening or aggressive manner may result in eviction and referral to the police.

31. Code of Conduct

You shall comply with the provisions of the Centre's Code of Conduct, as amended from time to time, and the policies and other rules and regulations of University, as amended from time to time that are applicable to your on and off campus conduct, and your conduct in the Premises and the Centre. A current version of the Centre's Code of Conduct may be found at Schedule "B".

32. Smoking and Incense

Smoking is not permitted in the Premises.

Smoking is not permitted elsewhere within any area of or on the Centre, including without limitation, laundry facilities or building stairwells, hallways, fire exits or lobbies. No smoking is permitted within 7.5 meters (25 feet) of entries, outdoor air intakes and operable windows.

You shall not burn candles, incense, oil or scent, or any kinds of incense, in the Premises or within the Centre.

33. No Overholding

If you remain in occupation of your Premises after your move out date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your Premises, remove you and all other persons and property and use such force and assistance as the University deems necessary to retake possession of your Premises. In this situation, any rental payment(s) processed by you through the University payment processes shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly acknowledged in writing by the University. If the University expressly grants its approval to your continued occupation of your Premises and accepts payment of the rent for that Premises, then any right of occupation that is thereby created shall be for the period and the rent contained in such approval.

In no case shall any acceptance of rent for your Premises after the expiry of the Term result in any right of occupancy greater than a right to occupy your Premises from month-to-month (meaning, for greater certainty, terminable by you or the University at any time on one month's notice), at the rent previously

payable for your Premises, and not from year-to-year and shall be subject to the terms of this Agreement so far as the same are applicable to a right to occupy from month-to-month.

(Initial Here – Agent ____ Resident ____)

34. Construction / Trains

You acknowledge that you are aware that on-going maintenance, renovation and construction projects** will take place in and around the Premises and Centre. This work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Prudent construction practices will be followed. However, the work may at times be noisy, dusty, and disruptive.

** North Facing Units are advised that a new 6-storey building is scheduled for construction. Noise and interrupted views are to be expected. Construction hours are from 7:00 am – 7:00 pm (approx.)

The tenant acknowledges and understands that the Landlord (Great Northern Way Campus) cannot control the railway yard to the north of the Campus, and that there may be noises and vibrations created by the railroad train traffic and that such disturbances can take place at any time of the day or night.

You agree that there will be no compensation or reduction in Prepaid Quarterly Rent due to these disruptions.

35. Unavoidable Delay

To the extent that the University is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University shall be relieved from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Contract due to a strike by its employees; a lock-out of employees by the University; or any other form of job action or labour unrest; acts of God; fires, floods, earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, whether localized, national or international, unusually destructive or disruptive storms, or new or amended federal, provincial or local government laws, regulations, bylaws or policies.

36. Remedies

The remedies of the University specified in this Agreement are cumulative and are in addition to any remedies of the University at law or equity. No remedy shall be deemed to be exclusive, and the University may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Agreement, the University shall be entitled to restrain by injunction any violation or attempted or threatened violation by you of any of the covenants or agreements hereof.

37. Sublease and Application of Residential Tenancy Act

- (a) You acknowledge that the University has entered into a lease for your Premises from the Great Northern Way Campus Trust, who holds the lands comprising the Great Northern Way Campus in trust for the University, the University of British Columbia, Simon Fraser University and the British Columbia Institute of Technology, and that this Agreement is a sublease. You therefore acknowledge that Great Northern Way Campus Ltd., as trustee of the Great Northern Way Campus Trust, may, in the capacity as the head landlord, enforce the terms of this Agreement on behalf of the University.
- (b) You acknowledge that, as expressly set out in the Residential Tenancy Act, the Residential Tenancy Act does not apply to this Agreement or your occupation of the Premises.

38. Indemnification

You hereby indemnify and save harmless the University, its heirs, executors, administrators, successors and assigns, from all manner of liabilities, actions, causes of action, suits, debts, dues, claims and demands whatsoever arising out of the use or occupancy of the Premises or the Centre by you, your agents, invitees or licensees or the use by you, your agents, invitees or licensees of any machinery or equipment in or upon the Premises or the Centre.

(Initial Here – Agent ____ Resident ____)

39. No Waiver

No failure, refusal or neglect on the part of the University to exercise any right under this Agreement or to insist upon full compliance by the any other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

40. Modification

Modification to this Agreement may only be made by an agreement in writing between the Resident and the University or the University's agents.

41. University's Right to Relocate You

In the event a dispute arises between you and other residents in the Centre, the University reserves the right to move you to different premises in the Centre, as part of the resolution to the matter.

The Centre contains units that are designated by the University as primarily for the benefit of students with disabilities. If you are assigned to such a unit but are not disabled, then the University reserves the right to require you, on reasonable notice, to move you to different premises within the Centre if your Premises are required for accommodating a person with a disability. The University will endeavour to move you to premises that are similar to your current premises, but the University may, if no other Premises are available, require you to move to premises on a different floor, with a different orientation, or, if you are in a one-bedroom unit, to a bachelor suite or vice versa.

In any case, all of the provisions of this Contract with respect to vacating your premises and the condition of your premises at the end of your term apply with respect to the premises that you are leaving.

42. Property Manager

You hereby acknowledge that the University may, from time to time, appoint a manager to carry out its obligations hereunder and manage the day-to-day operation of the Centre and the management of your Premises. As of the date of this Agreement, the University has appointed Great Northern Way Campus Ltd. as its Agent, who has, in turn, retained a commercial property management company for the purpose of administering this Agreement on the University's behalf.

(Initial Here – Agent ____ Resident ____)

Schedule "A"
Furniture List and Replacement Cost

Furniture	Replacement Cost (+ tax)
Sofa	\$517.00
Coffee Table	\$114.00
Dresser	\$230.00
Desk	\$115.00
Chair	\$60.00
Shelf	\$92.00
Bed	\$206.00
Mattress	\$402.00
Mattress Pad	\$70.00
Night Stand	\$70.00
Desk Lamp	\$30.00
Floor Lamp	\$35.00
Table Lamp	\$31.00
Blinds	<i>\$ to be determined</i>
Microwave	<i>\$ to be determined</i>
Refrigerator	<i>\$ to be determined</i>
Stove	<i>\$ to be determined</i>

Resident Initial _____

Schedule "B" **Code of Conduct**

This Code of Conduct is in addition to the policies and regulations of the University, which includes the University's Student Code of Conduct.

The objective of this Code of Conduct is to promote positive behaviour amongst residents, students and their guests; to hold residents accountable for their actions, promote an understanding of the consequences of actions on others, and to support the physical and emotional well-being of the resident.

You are expected to use reasonable foresight to choose actions that do not place the safety or well-being of yourself or others at risk. This Code of Conduct is an important part of this Agreement. Violation, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Agreement and may result in eviction from residence and/or disciplinary action under the University's policies and regulations. The University will not accept ignorance, anger, alcohol or substance abuse as an excuse, reason or rationale for a violation. If you choose to be part of a group that is violating the Code of Conduct, you may collectively and individually be held responsible for the violation.

The University expects all Residents to conduct themselves as good neighbours, with respect for the rights of others. In particular:

Noise

The Centre is situated in a vibrant and growing community. You must expect some reasonable living noise. Absolute silence is not possible. However, residents are not permitted to create excessive noise.

Residents are expected to be considerate of their neighbours 24 hours a day, seven days a week. An individual's right to reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute, the residence staff will determine what is reasonable. If someone asks that you be quiet, respect that person's wishes and reduce your noise.

There may be no loud playing of radios, televisions, stereo or other audio equipment or musical instruments except as approved of in advanced (for example, at approved parties). Audio equipment may not be played such that sound, and especially the bass (low frequency sound) can be heard outside of the resident's premises. Subwoofers are not permitted in your premises.

Musical instruments may not be practised or played in your premises such that they are audible outside of your premises unless you are authorized to do so by residence staff.

In addition to being always considerate, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their premises. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment and telephones.

Alcohol in residence

Residents who choose to consume alcohol must do so responsibly in compliance with the law, and will be accountable for their actions. Please note:

- a) Drinking alcoholic beverages or carrying unsealed liquor is permitted only in your premises.
- b) Drinking alcoholic beverages or carrying unsealed liquor is not permitted in any other areas.
- c) Brewing and distilling alcohol is not permitted in your premises or on any other residence property. This includes brewing beer, cider, or wine and distilling spirits (i.e. any kind of hard alcohol).

Resident Initial _____

Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs (e.g. bongos, scales, grinders, et cetera) is prohibited. These activities may also result a referral to the police.

For greater certainty:

marijuana, hashish and their derivatives are considered illegal drugs for the purposes of this Code of Conduct; and

trafficking in prescription drugs is considered an illegal drug activity for the purposes of this Code of Conduct, regardless of the amounts involved, and regardless of whether or not money or any other form of consideration is exchanged. Without limitation, both selling and sharing (giving away) methylphenidate (commonly sold under the name Ritalin) is prohibited.

Attack on the Dignity and Security of an Individual

Activity (verbal, written, graphic, or physical) that is threatening, racist, sexist, homophobic, or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited. This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows or common areas; using social media, text messaging, e-mail or other electronic messaging, voice mail, message boards, mail, computer networks or other media to convey obscene or otherwise objectionable messages or materials; writing graffiti in residence buildings or encouraging or engaging in offensive acts or behaviour; and repeatedly following or attempting to make unwanted contact with another person.

Violence/Physical Aggression

Physical aggression, violence, and/or sexual assault will not be tolerated. Physical aggression and violence include any physically aggressive or violent behaviour, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

Sexual assault includes any unwanted act of a sexual nature imposed by one person on another without consent, such as fondling or sexual intercourse.

Anyone engaging in physically aggressive behaviour, violence or sexual assault may be evicted from residence, and may be referred to the police and/or the disciplinary processes of the University.

Internet Misuse

The terms of use that you may be required to agree to before your internet connection is enabled, are deemed to be included in this Code of Conduct, and breach of those terms of use may result in your internet connection being immediately disconnected. Without limiting those terms of use, the following are considered a misuse of your internet connection:

- Uploading, downloading or sharing of any materials in violation of copyright law, including, but not limited to, movies, music, games, and software.
- Hacking in any form.
- Sharing of any material deemed inappropriate or offensive.
- Tampering with or removing access points.

Resident Initial _____

- Any activity that degrades the performance or impacts the security of the network.

Problems arising from use for purposes other than those intended by the University will be seen as misuse. If you feel that the available internet connection does not meet your needs, you are welcome to arrange for an outside Internet Service Provider at your own expense.

The University may at its own discretion monitor the connection if misuse is reported or suspected. The University reserves the right to disconnect (without notice) any port if misuse is suspected.

Parties/Social Gatherings

Parties/social gatherings must be registered with and approved by the residence staff and may take place on Friday or Saturday nights only.

Cooperation with Staff and Others

Residents and guests shall cooperate with requests from staff members, emergency personnel and police, and shall cooperate with, and refrain from verbal or physical harassment or abuse of all staff members (residence life staff, housekeepers, trades staff, third-party contractors, emergency and/or police personnel, et cetera).

Damage to Property

Damage to the personal property of other residents or damage to residence or residence association property including, but not limited to, posters and advertising materials is prohibited and may result in an assessment for damages.

Cleanliness Standards

Failure to keep your premises clean may result in cleaning charges, and/or further action as may be deemed appropriate by the University.

Dangerous Activity

Participating in activities that are dangerous or potentially harmful to any person or property is prohibited. Restricted activities include any activity that, in the opinion of the residence staff, is dangerous or potentially harmful to any person or property.

Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, or interfering with any fire or safety equipment for any reason other than in an emergency is prohibited. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object, et cetera. See Appendix II for additional information.

Residents are required to evacuate buildings in the event of a fire alarm or other emergency. Failure to evacuate during these situations is prohibited.

Tampering with, forcing or disabling a door's locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys, keycards, and keyfobs is prohibited.

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the residence elevators are prohibited, and will result in an assessment for, without limitation, the cost of repairs.

False Identification

Using false identification for any reason, including gaining access to someone else's premises, is prohibited, and may also result in a referral to the police.

Resident Initial _____

Guests or Visitors

Residents are responsible for their guests' behaviour whether they participated in, condoned or were aware of the guests' behaviour or not. Anyone who is invited to, accompanied on, accepted or admitted to the residence property (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.

A resident who facilitates the access (for example, opening a locked door) of a stranger or 'unhosted' person to residence property will be deemed to be the host of that person and will be held responsible for that person's behaviour as if the person were their guest.

Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests' behaviour. Residents are responsible for their guests' actions until the guests leave the residence property.

Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

Residents are responsible for activities that take place in their room or unit whether they are present at the time of the activity or not. A resident's failure to lock their door does not mitigate their responsibility for the actions of others that occur in the resident's room or unit.

Residents may accommodate overnight guests in their rooms for a maximum of four (4) nights in any given month. Residents may be evicted for guests' stays which exceed this period of time or are a disturbance. No person may be the guest of more than one resident in succession. In exceptional circumstances, extensions may be granted by the residence staff.

Illegal Entry

You must have written permission to enter another person's premises. You must only enter residence property, your premises and any other place you are duly permitted to enter by using the prescribed key in the prescribed manner. Manipulating locks, doors and windows is prohibited. Unauthorized entry for any reason is prohibited, and may also result in a referral to the police.

Open Flame

You shall not burn candles, incense, oil or scent, or any kinds of incense, in the Premises or within the Centre.

Removal of Residence Property

Removing any furniture or property provided to you as part of your premises without permission is not permitted.

Signs

No signs (electric or otherwise), posters, banners or flags of any size may be hung outside your premises, or on the outside of the residence, except with permission from the residence staff.

Resident Initial _____

Schedule "C"
Parent or guardian co-sign Agreement
(if under age of 19)

I _____ hereby agree to be bound by the terms of the Agreement to which this Schedule is attached, jointly and severally with _____.
[name of Resident]

I agree to cause the Resident to duly keep, observe and perform his/her obligations under this Agreement, at the times and in the manner described in this Agreement. Further, I agree to be bound by this Agreement as it may be amended from time to time, whether or not I have received notice of the amendment, or consented to it.

Signed this ____ day of _____ 20____.

WITNESS:

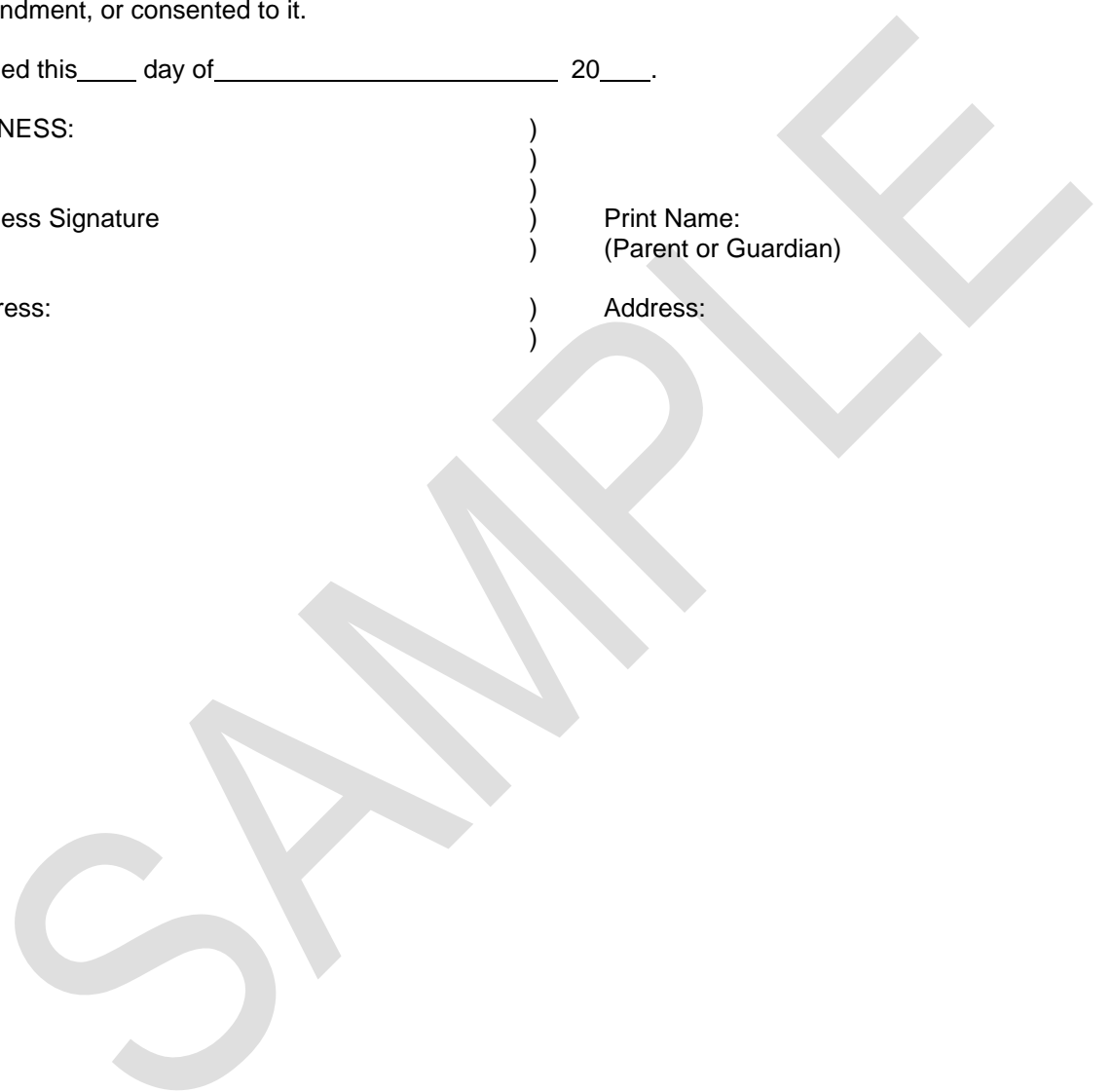
Witness Signature

Address:

)
)
)
)
)
)
)
)
)
)

Print Name:
(Parent or Guardian)

Address:



CDM HOUSING LEASE DEADLINES AGREEMENT FORM

APPLYING FOR A HOUSING LEASE **SEPTEMBER 1, 2023 - AUGUST 28, 2024**

Incoming students who wish to apply for housing agree to a lease start date of September 1

Requirements for the lease agreement are as follows:

- Students must sign and return lease agreement form, to Dorset Realty Property Management.
- Students must pay a 50 percent security deposit, plus the first three months of rent.
- Students who cancel their lease agreement because they are unable to travel to the CDM, will receive their security deposit back in full.
- The first 3 months of rent (Sept 1st to Nov 30th) are due - August 1, 2023
- The 50 percent security deposit is due - June 30, 2023

If a student is arriving late during the term (ex. Signs lease for September, arrives in October), that student is obligated to pay rent in order to retain their apartment. Failure to fulfill these obligations will result in the loss of the apartment.

REIMBURSEMENTS FOR CANCELLING A LEASE AGREEMENT

Students who have applied for housing and are unable to travel to the CDM in person due to travel restrictions as a result of COVID-19 or who are unable to obtain a visa, please see the list of reimbursement date deadlines below.

- 1. Cancel lease agreement by September 1**
 - Student receives **75%** reimbursement of rent paid.
 - Student receives full security deposit.
- 2. Cancel lease agreement by October 1**
 - Student receives **50%** reimbursement of rent paid.
 - Student receives full security deposit.
- 3. Cancel lease agreement by November 1**
 - Student receives **25%** reimbursement of rent paid.
 - Student receives full security deposit.

