

UHALL REZ REVIEW

CHECK-IN QUESTIONS & ANSWERS

- Check-In Online** And save time on move-in day by:
- Preselecting on-campus services.
 - Reducing time spent in line-ups.
 - Paying before you arrive.
 - Visit the Check-In Online at www.uleth.ca/checkin/.
- Attending NSO Move-in day is ...** As a new student to the University of Lethbridge you have the **option** of moving in **September 1, 2011** in order to attend New Student Orientation (September 1 & 2). To register for NSO please visit: <https://discover.ulethbridge.ca/whatsnext/nso.ezc?pageID=1485> for more information.
- Only those students registered for NSO (registration will be verified) can move in September 1. Students registered to attend NSO need to make prior arrangements with Housing Services to have their room available for **September 1st**. This can be done by contacting Housing Services, 403-329-2584 or housing@uleth.ca. If prior arrangements are not made, we are unable to guarantee a move-in date of **September 1st**. Move-in will take place in C420 (University Hall) 9:00 AM – 12:00 PM and 1:00 PM – 4:00 p.m. Students making prior arrangements to move-in but are unable to make it during normal business hours on that day, may contact the RAD (Residence Assistant on Duty) by calling 403-394-8948, who will check you in prior to 10:00 p.m.
- Regular Move-in Day is....** **September 5, 2011**, C420 (University Hall) 8:30 – 4:30 p.m.
- Arriving after long weekend...** Housing Services (C420 University Hall), 9:00-Noon, 1:00-4:00 p.m. weekdays.
- If Housing is closed ...** Use the courtesy phone outside the Housing office to call the RAD (Residence Assistant on Duty) at 403-394-8948, who will check you in.
- Rooms are held ...** Until the 2nd day of classes (September 8th), so if you'll be moving in after this date, please advise Housing Services of your late arrival.
- To get to Housing ...** Take the main entrance into the University (at University Drive and Columbia Blvd.), then continue east, turning right on Coulee Trail. This will take you to University Hall and the University Residence entrance.

FACILITY & ROOM ASSIGNMENT QUESTIONS & ANSWERS

- Bedroom furnishings include ...** A twin captain-style bed and mattress, desk, chair, night table, wardrobe bookcase & study lamp.
- Common areas include ...** A kitchen sink, fridge, cupboards, sectional sofa chairs, table cube, and a satellite t.v. connection to the common area.
- Remember to bring ...**
- Personal computer or stereo / radio (with headphones)
 - Alarm clock
 - Power bar and extension cord
 - Laundry detergent
 - Towels
 - Clothes hangers
 - Iron / ironing board
 - Bed linen, blankets, pillow (twin size bed),

Cleaning supplies & vacuum

Not to bring...

The following, but not limited to, are not permitted in the common suite or bedrooms: Bar fridges, microwaves, freezers, electric kettles, electric frypans, rice cookers, coffee pots (all small appliances).

Your roommates names & your new address ...

Roommate names and new address are not guaranteed until move-in day. However minimal changes are made after August 16th.

RESIDENCE ASSISTANTS QUESTIONS & ANSWERS

A Residence Assistant (R.A.) ...

Is a returning student who has undergone intensive training to ensure that your semester runs as smoothly as possible. They liaise with Housing, mediate roommate disputes & plan activities and floor events.

PARKING QUESTIONS & ANSWERS

Parking permits ...

Are available for purchase on the Check-In website.

	Plug In	Non Plug
Fall & Spring Semesters (8 Month Permit)	\$328.00	\$220.00

PAYMENT QUESTIONS & ANSWERS

Rent is due in full ...

By August 26, 2011 for the fall semester and by January 5, 2012 for spring semester.

Confirmation payment may be made at ...

Housing Services (C420 University Hall) or at the Cash Office (AH144 Anderson Hall). Acceptable forms of payment are: personal cheque, money order, cash, debit cards, and online banking. In order to do an online bank payment, make the University of Lethbridge the payee, and your U of L ID number will be your account number. No credit card payments are accepted.

Cheques should be made ...

Payable to The University of Lethbridge.

Direct debit payment...

Be aware most financial institutions have a daily limit. Prior to your arrival, visit your bank branch to arrange to increase your limit to accommodate your payments.

WHAT IS THE BALANCE OWING ON MY ROOM?

Sections C, D, E – Levels 1, 2, 3, 4

Room Type	Hallway Double	Room Type	Hallway Large Single
Semester Charge	\$ 1156.00	Semester Charge	\$ 1896.00
ORS Fee	\$ 45.00	ORS Fee	\$ 45.00
Advance Payment	<u>\$-1000.00</u>	Advance Payment	<u>\$-1000.00</u>
Balance	\$ 201.00	Balance	\$ 941.00
Daily rate	\$ 14.45	Daily rate	\$ 23.70
Room Type	Suite Standard Single	Room Type	Suite Large Single
Semester Charge	\$ 1744.00	Semester Charge	\$1980.00
ORS Fee	\$ 45.00	ORS Fee	\$ 45.00
Advance Payment	<u>\$-1000.00</u>	Advance Payment	<u>\$-1000.00</u>
Balance	\$ 789.00	Balance	\$1025.00
Daily rate	\$ 21.80	Daily rate	\$ 24.75

Section D – Level 4

Room Type	Executive Hallway Large Single	Room Type	Executive Suite Single
Semester Charge	\$ 2124.00	Semester Charge	\$2020.00
ORS Fee	\$ 45.00	ORS Fee	\$ 45.00
Advance Payment	<u>\$-1000.00</u>	Advance Payment	<u>\$-1000.00</u>
Balance	\$1169.00	Balance	\$1065.00
Daily rate	\$ 26.55	Daily rate	\$ 25.25
Room Type	Executive Suite Large Single		
Semester Charge	\$ 2220.00		
ORS Fee	\$ 45.00		
Advance Payment	<u>\$-1000.00</u>		
Balance	\$1265.00		
Daily rate	\$ 27.75		

**Residence Procedures for Minors
Housing Services
The University of Lethbridge**

This process is in addition, and makes reference to the University of Lethbridge Single Student Housing License Agreement and the policies contained in the Residence Handbook. Your application will not be complete until this form, with Parent/Guardian and Student signatures, is received in the Housing office.

Room Assignment

1. As a minor, you the student will be assigned to a substance free floor at the start of the contract.
2. If, after your eighteenth birthday, you wish to be considered for another floor where alcohol consumption is allowed, a room change request form with appropriate application fees may be submitted to Housing Services.

License of Use Agreement:

As a minor, your Single Student Housing License Agreement requires a signature by the Licensee (student) along with one parent/guardian. Attention parent/guardian of the minor student: In the event that I am unable to be in attendance at the time of my required signature, I hereby authorize my minor son/daughter to sign their Single Student Housing License Agreement, and agree that such Single Student Housing License Agreement shall be binding in its contents.

Parent Communication

1. Upon any 1st time infraction of a “Section B” offense, resulting in a “Letter of Warning” from Housing Services, confidentiality will remain intact between the Resident Student and Housing Services. This will give the Resident an opportunity to learn a life lesson and to correct his/her behaviour.
2. If there are ongoing Section B infractions, and a 2nd written warning is given to the Student, copies of both letters of warning will be communicated with the Parent/Guardian by way of postal service.
3. If an infraction of “Section A” offence leads to a “Letter of Probation”, a copy of said letter will be mailed to the Parent/Guardian. The opportunity will be given to the Student to make a telephone call from the Manager’s office to inform the Parent/Guardian of the incident and the forthcoming letter.
4. If an infraction of policy (Section A offence, or multiple infractions of Section B policies) leads to an eviction and termination of the Single Student Housing License Agreement, the Parent/Guardian will be notified as soon as possible after investigation and discussion of eviction with the Student has taken place. The Student will be given the opportunity to contact his/her Parent/Guardian immediately following the discussion. This phone call will take place from the Housing Manager’s office with the attending Housing staff member present. If the student does not wish to contact their Parent/Guardian, the attending Housing staff member will make the phone call. (Note) The standard sanction for violation of policies in Section A is immediate termination of the Single Student Housing License Agreement. When significant mitigating or aggravating circumstances occur, they will be considered and may, in some cases, affect the sanction imposed (see item # 3, probation).
5. If an answering machine picks up the telephone call, as made by the Housing Department, a message will be left. The message will contain information stating that “name of student” has committed an infraction against policy and has been asked to leave Campus Housing. Would “name of Parent/Guardian”, please contact “Housing staff member”, the University of Lethbridge, Housing Services at telephone number 403-329-2584.
6. If Parent/Guardian answers the phone or upon a call back resulting from the message left, the Parent/Guardian will be given the information regarding the incident leading up to the eviction.

To the Parent/Guardian of _____ . This process has been developed to assist a minor student, their parent/guardian and the Campus Housing personnel in working with the Residents to ensure that all parties understand the process that will be undertaken should the need arise to administer disciplinary action to a minor. We ask that the Parent/Guardian and Student sign this form and return it along with the signed copy of the “Offer of Accommodation”. This form will become obsolete upon the 18th birthday of the Student, at which time all other terms and conditions outlined in the Single Student Housing License Agreement will be applied while the Student lives in Campus Housing.

Signature: _____
Print name _____ ID# _____
Parent/Guardian Student Resident

Updating Your Emergency Contact Information

All students are required to provide an emergency contact in case of an emergency situation on campus.

How to change your Emergency Contact Information:

1. Log onto the Bridge at www.uleth.ca/bridge.
2. Select Personal Information Tab.
3. Select UPDATE AUTHORIZED DESIGNATE AND EMERGENCY CONTACT.
4. If you have a person already assigned but their relationship to you is designated AUTHORIZED DESIGNATE please change their relationship to EMERGENCY CONTACT.
5. If you do not have anyone listed please select NEW CONTACT at the bottom of the page and fill out the required fields and make sure to change the drop down arrow from the default of AUTHORIZED DESIGNATE to EMERGENCY CONTACT.
6. Save changes and log out of the Bridge.

Dining Plan 2011-2012

At the University of Lethbridge participation in a Residence Dining Plan is mandatory for all students living in University Hall and Kainai. By choosing to live in residence you are choosing to participate in the Residence Dining Plan as outlined in your Single Student Housing License Agreement.

RESIDENCE DINING PLAN is **NON-REFUNDABLE** and any unused amounts cannot be carried over after the Housing Services contract end date of April 30, 2012. If you have any food allergies or specific dietary requirements (medical, cultural, religious, lifestyle, personal preference, other), please contact Food Services prior to signing, if you have any questions relating to your individual dietary needs. **PLEASE BE ADVISED THE UNIVERSITY OF LETHBRIDGE FOOD SERVICES MAY NOT BE ABLE TO ACCOMMODATE ALL DIETARY NEEDS. NO REFUND OR REDUCTION IN THE MANDATORY DINING PLAN** will be considered due to dietary requirements.

University Hall Residents

Commuter Plan	\$2634.00 per academic year	OR
Value Plus Plan	\$3166.00 per academic year	

Kainai House Residents

Aperture Park Plan	\$1891.00 per academic year
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For complete contract details please refer to <http://www.uleth.ca/food/>.

Books on Beds

Congratulations! As a University of Lethbridge student living in residence you are able to take advantage of a unique complimentary program offered by the Bookstore. This service known as "Books On Beds", aka BOB, is only being offered to our students in residence.

What is BOB? The bookstore staff will pick the books you need for the Fall term and box them up to be delivered to your room prior to your arrival on campus. All requests for BOB will be accepted during your online Check- In, available at www.uleth.ca/checkin/.

NEW FEATURE: Those students selecting BOB by completing the online Check- In process will have their textbook charges posted to their student account after August 21, 2011.

"Please note you do NOT have to be registered in classes to use BOB. We monitor your registration prior to August 20th to ensure you have the books you need for the classes you are enrolled in. We also understand that you may make changes from the time we pick your books and you arrive on campus, full returns with a receipt within 10 days of classes are accepted."

Welcome to the University of Lethbridge Residences Communications Technology Services

Residence Communication Fee (RCF)

All residential units will be equipped with the following:

1. Wired **Internet** Access
2. **Telephone** Service

What does this mean for you?

Internet access and **basic telephone** service is available as soon as you move in. No sign-up is necessary!

Emergency Preparedness - in the event of an emergency, an audio file and a text message will be sent to each phone to alert residents of emergencies or other critical incidents. Residents can quickly contact campus security and access 911 services.

Mandatory Basic Service Cost \$72.00/semester

What this gives you!

- a) On-Campus calling
- b) Local **Outgoing** (Lethbridge) Phone Service:
 - you may place a call to the Lethbridge area
 - off campus callers **cannot** dial your number
- c) 911 Services
- d) Fast access to Campus Security

Includes:

- Cisco I.P. phone set
 - call display
-

Optional (Enhanced Package): For an **additional** \$90.80/semester, students can upgrade to an **Enhanced** service package which includes:

- a) Incoming calls
 - off campus callers **can** dial your number
- b) Ability to call long distance
 - long distance rates @**5 cents per minute** in Canada and the U.S.
- c) Voicemail
- d) Call waiting

How to Sign Up!

Visit: www.uleth.ca/checkin/ **OR**
Information Technology Solutions Centre
E610 (University Hall)

Email: help@uleth.ca

Phone: 403-329-2490

Online: www.uleth.ca/it

THE FOLLOWING IS SIMPLY A 'SAMPLE' OF THE RESIDENCE CONTRACT. YOU WILL BE ASKED TO SIGN A COMPLETED RESIDENCE CONTRACT PRIOR TO RECEIVING YOUR KEYS. IF AN UPDATED VERSION SHOULD COME INTO EFFECT PRIOR TO MOVE-IN DAY, YOU WILL BE EMAILED A NEW 'SAMPLE'

Agreement Date	_____
Expiry Date	_____
Building Name	_____
Room Number	_____
Semester Room Fee	_____

THIS AGREEMENT made on the agreement date shown hereon

BETWEEN:

THE UNIVERSITY OF LETHBRIDGE
(hereinafter referred to as "the Licensor")

OF THE FIRST PART

-and-

_____ (ID # _____)
(hereinafter referred to as "the Licensee")

OF THE SECOND PART

SINGLE STUDENT HOUSING LICENSE AGREEMENT

IN CONSIDERATION of the fees reserved and the covenants and agreements herein contained, the licensor hereby allows the Licensee the exclusive right to furnished bedroom as shown above (hereinafter referred to as "the premises") in The University of Lethbridge residence (hereinafter referred to as "the U of L Residence") situated on The University of Lethbridge campus in the City of Lethbridge, in the Province of Alberta. The Licensor further grants to the Licensee the use in common of his suite area with other Licensees of the suite (if applicable) and the use in common with all the other residents in the University of all other facilities of the said Residence.

THIS AGREEMENT shall commence on the Agreement Date shown hereon, and shall expire at **12:00 noon** on the Expiry Date shown in the same place. The Licensee shall pay to the Licensor for the premises together with the furniture and other effects and Residence Dining Plan, if assigned to University Hall and Kainai Residence, the fee(s) as shown above, per semester payable in advance on the 1st day of classes in each and every semester during the term herein.

Such fee(s) to be paid in advance on the date specified for the said term at the Cashier's Office or Housing Services Office of The University of Lethbridge, in the City of Lethbridge, in the Province of Alberta.

Any sum, which becomes due and payable to the University of Lethbridge under this License of Use shall bear a simple interest charge of Bank prime plus five percent per annum and will be added to the outstanding principle amount at the close of the first working day of each successive month that the account remains unpaid. Any payments shall be applied firstly against interest accrued and, thereafter, against the principal balance owing. **The payment deadline for Single Student Housing and the Residence Dining Plan are the first day of classes in each semester or Summer Session.** Assessment of the interest charge, procedures for applying interest to outstanding balances and exemptions respecting student loan or scholarship recipients are in accordance with the Interest Agreement on the Student Registration Form.

- I. In this Agreement, any reference to the Licensor shall include The University of Lethbridge Board of Governors and its officers as well as any other authorized representative whom the Licensor has appointed or may appoint from time to time.
- II. The Licensor and Licensee are aware and agree that as the Licensee does not have sole right to the premises this Agreement is considered a License arrangement and the Licensor is **not** bound by provisions of the Residential Tenancies Act, R.S.A. 1980, and amendments thereto.
- III. **The Licensee covenants with the Licensor as follows:**
 - (a) to pay the fees when due;
 - (b) a utility surcharge may be levied to offset any unforeseen increase in utility costs.
 - (c) to use the premises as a residence only and only for himself/herself, and not assign his/her rights under the license or part with possession of the premises or any part thereof;
 - (d) to use the premises for lawful purposes only;
 - (e) to keep and deliver up at the expiration or termination of the Agreement the premises, all keys hereto, furniture, and effects in their present condition (reasonable wear and tear only permitted) and not to remove any item thereof from the premises. If at the expiration or termination of the Agreement, the premises are not delivered in their present condition (reasonable wear and tear only permitted) any of the items of the furniture or effects are removed, broken, damaged, lost or rendered useless, the Licensee shall be jointly and severally liable with any other Licensee of the common area or bedroom for the cost of repairing any damage or loss to the common area or bedroom or to any furniture and effects therein, as well as jointly and severally liable with the Licensee of the other bedrooms comprising the suite (if applicable) for the cost of repairing any damage or loss to the suite or furniture and effects therein;
 - (f) to be a student at The University of Lethbridge;
 - (g) to observe and fully perform all the rules and regulations contained in the **Residence Community Handbook**, a copy of which can be viewed at www.uleth.ca/housing, and it is hereby deemed to form Part of this Agreement as well as amendments or additions to such rules and regulations as provided on the website.
 - (h) not to carry on nor do, nor allow to be carried on or done on the premises any activity which may be or become a nuisance or annoyance to the Licensor, the public or any other occupant of the U of L Residence or which may increase the premium rate of insurance against loss or fire or liability upon the U of L Residence or invalidate any policy of insurance of any kind upon or in respect of same, or which may cause or result in excessive use or waste of water or increase the amount of water rates payable in respect to the U of L Residence and will not increase the consumption of electric power on the premises beyond the capacity of the wiring on the premises without prior written consent of the Licensor;

- (i) to remove all of his/her goods and property at the time of the expiration or termination of this Agreement. If such goods and property are not so removed the Licensee hereby gives express authority to the Licensor to remove and dispose of any property or possessions remaining on the premises after the Licensee has vacated, and the costs of such removal and disposition shall be charged to the Licensee;
- (j) **if assigned to the University Hall Residence or Kainai Residence, to participate in the Residence Dining Plan.** Participation will be from the agreement date and continue until the Expiry Date, or earlier if termination of this License. Refer to the Residence Dining Plan for detailed rules & regulations, www.uleth.ca/food/plans.cfm
- (k) **IDEMNITY-** To indemnify and save harmless the landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord shall or may become liable or suffer by reason of any breach or non-performance by the Licensee of any covenant, agreement or proviso of this Agreement, or by reason of any act or default by the Licensee or any guest. This indemnity shall, where such breach, non-performance, damages to property, personal injury or death occurs during the term of this Agreement, survive termination of this Agreement.

IV. **The Licensor covenants with Licensee as follows:**

- (a) to pay all rates, assessments and outgoings with respect to the U of L Residence; and the Licensee, paying the fees and performing the Licensee's covenants shall peaceably hold the premises during the term of this Agreement;
- (b) to provide the premises with hot and cold running water and a reasonable amount of heat at reasonable hours, if the weather and outside temperature require it, and to arrange to have the Residence supplied with electrical current. The temporary failure to provide or supply water, heat or electrical current shall not be deemed to terminate this Agreement nor relieve the Licensee of any Agreement obligations and the Licensor shall not be liable for any interruption of water, heat or electrical current due to the making of repairs, alterations or improvements, or for any failure thereof due to conditions or events not under the Licensor's control or due to accident or strike;

V. **The Licensor and the Licensee mutually agree as follows:**

- (a) The Licensor and the Licensee mutually agree that upon execution of this agreement, a Security Deposit payment will become due by the Licensee. During the currency of this agreement, the Licensor shall be entitled to charge against the Security Deposit or bill the Licensee for any monies which become due to the Licensor by virtue of the breach or non-performance by the Licensee of the covenants of this Agreement (which covenants shall include the Rules and Regulations set out in the Residence Handbook), withhold transcripts, and in particular it is agreed that the Licensor may clean and make any repairs necessary to restore the premises and furniture and effects to the condition they would have been in had the Licensee complied with the covenants in this agreement and may bill the cost of so doing to the Licensee. The Licensee shall be jointly and severally liable with any other Licensee of the common area or bedroom for the cost of repairing any damage or loss to the common area or bedroom or to any furniture and effects therein, as well as jointly and severally liable with the Licensee of the other bedrooms comprising the suite (if applicable) for the cost of repairing any damage or loss to the suite or furniture and effects therein. The Licensee is also responsible for the amount of any damage or unusual cleaning costs in excess of the fee. The total value of the Security Deposit shall not be deemed to constitute a limit on assessable charges, which may include damage and repair costs, cleaning charges, lost key and lock change charges, cancellation penalties, and any outstanding rent. Interest will accrue on the Security Deposit at an annual rate determined by the applicable legislation and shall be compounded annually and be paid to the Licensee upon termination of tenancy;
- (b) **that the Licensee shall prepare two (2) copies of the Licensor's standard form of Room Condition Report within forty-eight (48) hours of entering the premises.** If the Licensee does not fill out such forms in the manner stated in the form, or at all, then the Licensor shall be free to assess the Licensee for damage on the basis that all parts of the premises, furniture, and effects are in good condition at the time the Licensee took possession of them;
- (c) that the Licensor at any time shall be at liberty to enter upon the premises to examine the same and to make such repairs to the premises as the Licensor sees fit;
- (d) **LIABILITY OF LICENSOR-** The Licensor shall not be liable for any property on the premises damaged by gas, water, steam, rain or snow which may leak, issue or flow into the premises from the building of which the premises forms part and shall not be liable for any injury to the Licensee or other occupants of the premises resulting from his or their stepping or falling on water, snow or ice in or about the building of which the premises form part unless such injury happened by reason of the negligence of the Licensor, its employees or agents, nor shall the Licensor be liable for damage to property in or about the premises arising from fire within or without the building of which the premises form part or, from heat or smoke or water resulting from such fire unless damage happened by reason of the negligence of the Licensor, its employees or agents. The Licensor shall not be liable for any damage or loss howsoever caused to any goods or property belonging to or held by the Licensee, their guests or invitees, stored in community storage areas either within or without the premises or in any compound enclosure or other area designated for such storage.
- (e) that in the event of breach by the Licensee of any covenant or term of this Agreement or the rules and Regulations contained within the **Residence Community Handbook**, or in the event that the Licensee becomes bankrupt or insolvent, or abandons the premises, or removes all or substantially all of his/her effects from the premises, then and in any such event, the Licensor may terminate this Agreement upon the Licensor giving twenty-four (24) hours notice in writing to the Licensee to that effect. After that period the Licensor may enter the premises, take possession thereof and remove the Licensee from the room and remove those claiming through and under the Licensee and cause their goods and chattels to be removed from the premises; all with such force as is necessary in the circumstances and without thereby incurring any liability for trespassing without prejudice to any other remedies which the Licensor might otherwise have available to and for arrears of payment of any fee or breach of any of the covenants herein;
- (f) in the event of termination as aforesaid in (e) above, the Licensor shall refund all fees (which fees shall be re-calculated by way of a **daily** rate) from the date of termination to the end of the term of this Agreement save and except any cancellation fee and holdbacks as deemed necessary by the Licensor and calculated by the Licensor for the repair of any damages or loss to the bedroom, suite or common area if applicable, or to any furniture affixed therein and for any cleaning costs caused by the Licensee. Such refund, if any, together with a Statement of Deductions to be sent to the Licensee within sixty (60) days;
- (g) the Licensee may terminate this Agreement in writing with one calendar month's written notice and by paying the prescribed cancellation fee of **\$300.00**. Charges will be recalculated at the **daily** rate from the beginning of the date of occupancy until the date of departure, in accordance with the Residence **Cancellation Policy** as outlined in the **Residence Community Handbook**; **a minimum charge of the \$1,000.00 advance payment will be assessed.**
- (h) if for any reason the **Licensee withdraws or is terminated from his/her academic program at The University of Lethbridge, this Agreement shall be deemed to be terminated, and the Licensor may on the giving of twenty-four (24) hours notice require the Licensee to vacate the premises within that week of termination;**

- (i) the Licensor reserves the right to reassign the Licensee to different premises at any time. In the event that the Licensor determines such reassignment to be necessary, the Licensor must give the Licensee two days notice in writing;
- (j) if the premises are not ready for occupancy in the opinion of the Licensor on the date of commencement of the term thereof, then payment of the fees shall not begin until the premises are ready for occupation, and such abatement of the fee shall constitute full settlement of any claims which the Licensee might otherwise have by reason of the premises not being available on the said date and this Agreement shall not otherwise be effected;
- (k) if the Licensee shall hold over and the Licensor accepts further fees at the expiration of the said Agreement, the new Residency thereby created shall be from day-to-day, provided however, that the said Residency from day-to-day may be terminated by the Licensor on one (1) days notice to the Licensee and the premises may be shown to prospective Licensees after notice of termination of the Residency and any notice to be served by or on the Licensee or the Licensor shall be given during the term of occupancy. The new Residency shall be subject to the covenants, conditions and regulations herein contained except that the fees shall be from day-to-day and calculated into a per diem amount based upon the current scheduled rate payable;
- (l) the Licensor shall have the right at any time during the said term but not under any obligation by reason of this clause, to repair, remodel, alter, improve or add to the premises or form a part or to change a location of the entrance or entrances to the U of L Residence and the premises without compensation or responsibility to the Licensee for such other purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structure to the premises putting the Licensee to no unnecessary inconvenience;
- (m) in case the premises or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purposes of the Licensee, then the fees hereby reserved or a proportionate part thereof, according to the nature and extent of the injuries sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Licensor have been repaired or made fit for the purposes of the Licensee provided that in the event that the premises are not rebuilt or made fit for the purpose of the Licensee within three (3) months of the said fire or tempest, then this Agreement shall thereupon be terminated and the Licensee shall cease to be held liable for payment of fees except such fees as shall have already accrued due;
- (n) any notice to the Licensor under this Agreement shall be sufficiently served within five (5) days if left with or sent by registered mail to the University of Lethbridge Housing Services and any notice to the Licensee shall be sufficiently served if delivered to the Licensee personally or left at the premises and such notice shall be deemed good and sufficient one (1) day after leaving or placement by registered mail;
- (o) a waiver by the Licensor by any breach of covenant or term or Rule or Regulation shall not be considered to be a waiver of such covenant or term or Rule or Regulation generally or of any subsequent breach of any covenant or term or Rule or Regulation;
- (p) The whole Agreement is set forth herein and no representation, warranties or conditions have been made other than those expressed herein, and no Agreement collateral hereto is binding upon the Licensor unless it is made in writing and signed by the Licensor.
- (q) The Licensee shall not at any time during the term of this License use loudspeakers, phonographs, broadcast or telecasts which may be heard or seen outside the licensed premises, and shall not use, exercise, carry on from it or suffer to be used, exercised or carried on in or upon the licensed premises or any part thereof including any common areas of the premises in which the licensed premises are contained any noxious, noisome, or offensive act or product, including smoking products, during the said term.
- (r) The Licensee shall prohibit any persons occupying or visiting the licensed premises from contravening the foregoing clause.
- (s) The Licensee acknowledges and agrees that smoking is an activity which substantially interferes with the reasonable enjoyment of the premises by the Landlord and other licensees regardless of its duration or the extent of the activity at any given time, and irrespective of whether there may be complaints by other licensees.

IN WITNESS WHEREOF the Licensee and the Licensor have signed their names as of the date and year first written above.

SIGNED IN THE PRESENCE OF:)
)
 _____)

Witness as to the signature of the Licensee

Licensee

I.D Number _____

THE UNIVERSITY OF LETHBRIDGE

PER: _____
 Licensor