



- (c) that the University 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 University sees fit;
- (d) The University 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 Resident or other occupants of the premises resulting from 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 University, its employees or agents, nor shall the University 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 University, its employees or agents. The University shall not be liable for any damage or loss howsoever caused to any goods or property belonging to or held by the Resident, 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 Resident 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 Resident 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 University may terminate this Agreement upon the University giving twenty-four (24) hours notice in writing to the Resident to that effect. After that period the University may enter the premises, take possession thereof and remove the Resident from the room and remove those claiming through and under the Resident 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 University 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 University shall refund all fees from the date of termination to the end of the term of this Agreement save and except the assessment of the cancellation fee of **\$400.00** and a **minimum charge of the \$1,000.00 advance payment** (term fees are re-calculated by way of a daily rate) and holdbacks as deemed necessary by the University and calculated by the University 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 Resident. Such refund, if any, together with a Statement of Deductions to be sent to the Resident within sixty (60) days;
- (g) the Resident may terminate this Agreement in writing with one calendar month's written notice to the University by the last business day of the month and by paying the prescribed cancellation fee of **\$400.00**. A notification received during the current month will take effect on the last day of the following month. Charges will be recalculated at the **daily** rate from the beginning of the date of occupancy until the required notice date of departure, **a minimum charge of the \$1,000.00 advance payment will be assessed**. In accordance with the Residence **Cancellation Policy** as outlined in the **Residence Community Handbook**; the term fees will be reassessed at either \$1,000.00 or the **daily** rate (5% of the monthly rate) from the date of arrival to the date cancellation takes effect, whichever is greater to a maximum of the term rate.
- (h) if for any reason the **Resident withdraws or is terminated from his/her academic program at the University of Lethbridge, this Agreement shall be deemed to be terminated, and the University may on the giving of twenty-four (24) hours notice require the Resident to vacate the premises within that week of termination;**
- (i) the University reserves the right to reassign the Resident to different premises at any time. In the event that the University determines such reassignment to be necessary, the University must give the Resident two days notice in writing;
- (j) if the premises are not ready for occupancy in the opinion of the University 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 Resident might otherwise have by reason of the premises not being available on the said date and this Agreement shall not otherwise be effected;
- (k) The University shall not be liable to the Resident or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, governmental regulation or control, acts of nature or of a public enemy, acts of terrorism, mass-casualty event, fire, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, strike, lockout or labour or civil unrest, unusually severe weather, failure of public utility or common carrier.
  - i. The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus now known as COVID-19. The Government of Canada and the Province of Alberta responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the University to change the delivery of education and services in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, the University shall not be liable to the Resident or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:
    - a. the continued spread of the Virus;
    - b. the continuation of or renewed Governmental Response to control the spread of the Virus; and
    - c. the University's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.
  - ii. Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the University notifies the Resident promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance."
- (l) if the Resident shall hold over and the University 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 University on one (1) days notice to the Resident and the premises may be shown to prospective Residents after notice of termination of the Residency and any notice to be served by or on the Resident or the University 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;
- (m) the University 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 Resident 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 Resident to no unnecessary inconvenience;
- (n) 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 Resident, 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 University have been repaired or made fit for the purposes of the Resident provided that in the event that the premises are not rebuilt or made fit for the purpose of the Resident within three (3) months of the said fire or tempest, then this Agreement shall thereupon be terminated and the Resident shall cease to be held liable for payment of fees except such fees as shall have already accrued due;
- (o) any notice to the University 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 Resident shall be sufficiently served if delivered to the Resident personally or left at the premises and such notice shall be deemed good an sufficient one (1) day after leaving or placement by registered mail;
- (p) a waiver by the University 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;
- (q) 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 University unless it is made in writing and signed by the University;
- (r) the Resident shall not at any time during the term of this License use speakers, 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 and vaping products, during the said term;
- (s) the Resident shall prohibit any persons occupying or visiting the licensed premises from contravening the foregoing clause;
- (t) the Resident acknowledges and agrees that smoking/vaping (whether tobacco, cannabis or otherwise) is an activity which substantially interferes with the reasonable enjoyment of the premises by the University and other Residents regardless of its duration or the extent of the activity at any given time, and irrespective of whether there may be complaints by other Residents.

**IN WITNESS WHEREOF** the Resident and the University 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 Resident

Resident

*Resident signature represents receipt of keys to assigned room and acceptance of the conditions of the license agreement as outlined above.*

I.D Number: 00<<Student Number>>

**THE UNIVERSITY OF LETHBRIDGE**

**PER:** \_\_\_\_\_  
 University

\_\_\_\_\_  
 Parent or Guardian of Minor Resident  
 (<<MINOR>>)