

RESIDENCE CONTRACT

ACADEMIC YEAR 2022-2023

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ST. FRANCIS XAVIER UNIVERSITY

Upon my submission of this contract to residence, and for the term of my residency, I become the “**Resident**” of the assigned “**Room**” and hereby acknowledge that this is a legal and binding contract.

1. The **Resident** shall be enrolled as a **student** at St. Francis Xavier University in order to be assigned to Residence.
2. The **Resident** shall pay to the University:

NEW STUDENTS	
a)	A deposit of \$400 (see section #20 for refund information) to be applied to Residence fees in September
b)	Residence fees for the 2022/2023 academic year
c)	Meal Plan fees for the 2022/2023 academic year

RETURNING STUDENTS	
a)	Residence fees for the 2022/2023 academic year
i.	Cancellation of Residence Contract will result in a \$400 forfeiture fee (before August 10 th). After August 10 th , cancellation of residence contract will result in paying 15% of the residence fees. See section #20 for refund information
b)	Meal Plan fees for the 2022/2023 academic year

Residence laundry fees will be \$145 for the 2022/2023 academic year.

University Housing Office will provide details to the **Resident** about the fees associated with the room type to which they are assigned and the meal plan. Residence fees apply to the room and meal plan for the undergraduate academic year, but **does not include the December to January University closure period** as set out in the 2022/2023 St. Francis Xavier University Academic Calendar. Failure to pay residence fees in accordance with the established deadlines may result in the University withholding academic results and degrees. It may also result in termination of this contract and eviction.

Christmas Closure Fees: In extenuating circumstances, and with pre-approval by November 15th by University Housing Office, students who stay during the Christmas Closure must pay the daily rate for the residence for which they are assigned. Room assignments are at the discretion of the University Housing Office.

3. Subject to the terms herein, the University will permit the **Resident** to occupy the **Room** from: ****Dates are subject to change pending University Senate approval and as outlined in the 2022/2023 StFX University Academic Calendar.***

NEW STUDENTS	RETURNING STUDENTS
September 3, 2022* until 24 hours after the Resident’s final exam in December or by noon the day after the exam period ends whichever date is sooner. (dates are subject to change)	September 5, 2022* - 9am until 24 hours after the Resident’s final exam in December or by noon after the exam period ends whichever date is sooner. (dates are subject to change)
January 3, 2023* - 8am until 24 hours after the Resident’s final exam in April or by noon on the day after the exam period ends whichever date is sooner.	January 3, 2023* - 8am until 24 hours after the Resident’s final exam in April or by noon the day after the exam period ends whichever date is sooner.
Flexible Residence Contracts	ALL STUDENTS
Residents whose program requires them to live away from campus to study, clinical practicums, practice teaching etc., during the academic year and who wish to be considered for a flexible residence contract, please contact the University Housing Office for more information at residence@stfx.ca .	Residences officially open 2nd term at 8:00am on January 3, 2023*. Dining Hall will open on January 3, 2023* for supper. <u>No Early Returns prior to January 3, 2023</u>

4. The **Resident** must apply at the University Housing Office prior to the beginning of the exam period for permission to extend their occupancy beyond 24 hours after their last exam for extenuating circumstances only. **No student may stay in residence past Noon on the day the residences officially close in December and April.** Residences officially close at Noon the day after the final exam period ends. **Late stay charges will apply.**
5. The **Resident** agrees to be governed by the conditions listed in the University Calendar, the University Community Code of Conduct and the Residence Standards, which may be amended periodically, all of which are available on the StFX website. Students are expected to familiarize themselves with all policies prior to arrival.
6. Every **Resident** must have an appreciation of the effect of one’s personal behavior on others and respect for their personal and property rights. These responsibilities are to be shared by all residents in order to maintain a high standard of cooperative living, tolerance, mutual respect and compromise.
7. The **Resident** accepts responsibility for the use of the assigned Residence Room and its contents, which must not be removed, and accepts financial responsibility for any damages, theft, or loss incurred and any extra cleaning required due to the actions of the **Resident** and/or their guests. Residents are required to complete a residence check in form upon arrival and a residence check-out form when vacating a residence room on campus. Failing to submit these forms may result in a \$25 “failure to check in and check-out” per form charge which will be applied to your student account.
8. Damages, theft and/or loss in a common area which cannot be identified as the responsibility of specific individuals will be the responsibility of the **Residents** living in the residence section, house, staircase, or floor in which the damage, theft and/or loss occurred. The cost for repairing damage to common areas or for replacing University property stolen or lost from common areas will be prorated among the **Residents** living in the residence section, house, staircase, or floor in which the damage, theft and/or loss occurred.
 - a) in the case a student inflicts excessive damage in a residence room, residence section, house, staircase, or floor the decision to evict the **Resident** will be at the discretion of the University. (See Section 19.)
9. St. Francis Xavier University assumes no obligation or liability for lost, stolen, or damaged items of personal property under any circumstance. **Resident** is encouraged to investigate tenant insurance.
10. The **Resident** acknowledges and agrees that authorized University personnel or its agents are entitled to enter, without notice, the **Room** for reasons considered appropriate or necessary for the University, including, but not limited to, reasons of health, safety or general welfare, to make necessary repairs to the **Room**, or to inspect the **Room** for suspected breaches of any applicable rules or regulations of the University.

In the case of:

 - a) the Apartments and Governors Hall, **Residents** are advised that their room will be inspected during the December closure and again at check-out;
 - b) Traditional residence, **Residents** are advised that their room will be inspected during the December closure and again at check-out.
11. The **Resident** shall not do or permit anything to be done in the **Room** or in the **Residence** which is contrary to the University Code of Conduct and the Residence Standards.
12. **Cannabis Usage:** The **Resident** and/or their guests at no time are permitted to smoke, vape or use other drug paraphernalia in Residence or any other University property. The **Resident** must adhere by safe storage regulations of cannabis to prevent odors in residence.
13. The University may, from time to time, assign an alternate room to the **Resident**, which may not be the same type of room as the original assignment. Within 24 hours after the University gives notice to the **Resident** of the reassignment, the **Resident** shall vacate the first room and occupy the reassigned room. This includes residence relocations that are the result of disciplinary outcomes. In the case of a reassignment of the **Resident’s** room by the University, there will be no adjustment to Room Fees where there has been a change in room type and the alternate room is accepted. Should the **Resident** refuse the alternate room assigned by the University and requests a type of room with a high price and the University is able to accommodate this request, the **Resident** shall pay to the University the difference in price. If the **Resident** chooses to refuse the alternate room offered during a room reassignment and relocates off campus, the **Resident** assumes full responsibility for the room fees for the 2022/2023 academic year.
14. The University may, from time to time, assign a new roommate to a double room or apartment. Roommate assignments during the academic year are made at the discretion of University Housing Office. 24 hour notification about a new roommate will be given to the existing **Resident** of the room. This is non-negotiable. Blocking a new roommate is considered a breach of the University Code of Conduct and Residence Standards.
15. The **Resident** shall not assign this Contract or permit any person to occupy the **Room** other than as assigned by the University.
16. The University does not permit pets in residence at any time. The **Resident** must apply in writing to the University Housing Office to request an official service dog be considered. The request in writing must be received during the residence application period which is prior to move in. Service dogs must be registered with the Province of Nova Scotia. University Housing will evaluate each request on a case by case basis to see what options we might be able to provide.

17. Where the **Resident** does not vacate the **Room** in accordance with this contract, the University or its agents may enter and occupy the **Room**, and the **Resident** shall pay the University for occupation of the **Room** beyond the date vacancy is required by this Contract. Late departure fee is \$100 per day.
18. If the University assigns the **Room** to the **Resident** after opening in either semester, according to the University Academic Calendar, the **Room** Fee and the Meal Plan fee shall be prorated to the day of the assignment. This includes short stay academic programs such as Masters Programs during the academic year. This clause shall not apply to room reassignments.
19. The University Housing Office may terminate this Contract by giving the Resident 24 hours notice if the **Resident**:
- ceases to be a student at the University;
 - fails to make any payment owing under this Contract by the date on which it falls due;
 - is dismissed from residence for disciplinary reasons;
 - convicted of a criminal offence;
 - any breach of this contract; or

In the case of a **Resident** is being dismissed from residence or the contract is terminated, the Resident **will not be permitted** to apply to live in residence in the next academic year.

In the case of the **Resident** being removed from residence, **they will not be refunded** residence or meal plan fees.

20. A) **New Entry Residents:** Where the Resident notifies the University on or before June 1, that they do not intend to take a room in Residence, the residence deposit will be returned. If the resident notifies the university that they do not intend to take a room in Residence after June 1, they will forfeit their \$400 residence deposit. **If the resident notifies the University after August 10th that they do not intend to take their assigned Room in residence, then the Resident is responsible for 15% of the Room fee for the full academic year.**
- B) **Returning Residents:** Once the returning resident accepts their room assignment, they are bound to the residence contract. Breaking a contract after accepting a **Room** assignment will result in a \$400 room forfeiture fee. **If the resident does not notify the University prior to August 10th that they do not intend to return to residence, then the resident is responsible for 15% of the room fee for the full academic year.**
21. Where the resident notifies the University in writing that they wish to decline their **Room** assignment either after the resident takes up their room or after the day when the resident was expected to take occupancy (this includes an off-campus move), then the **Resident** assumes full responsibility for **Room** and **Meal Plan** fees for the **2022/2023** academic year except in the following cases:
- in the case of the Resident withdrawing academically from the University (academic withdrawal) up to and including November 1, they will receive an 85% credit for the remaining room and meal plan fees from the date they vacate the premises. The fees will be adjusted to the number of days the Resident occupied the room, plus 15% of the remainder of the term, meal plan and laundry fees from the date they vacate the premises.
If the Resident withdraws in the first term after November 1 they will be charged **Room** and **Meal Plan** fees for the first term.
If the Resident withdraws in the second term up to and including February 1, the Resident will receive an 85% credit for the remaining room and meal plan fees from the date the Resident vacates the premises. The fees will be adjusted to the number of days the Resident occupied the room, plus 15% of the remainder of the term, meal plan and laundry fees from the date they vacate the premises.
If the Resident withdraws in the second term after February 1, the Resident will be charged with **Room** and **Meal Plan** fees to the end of the academic year according to the **2022/2023** St. Francis Xavier University Academic Calendar. Residents are required to vacate their residence within 24 hours of academic withdrawal; or
 - in the case where the **Resident** is released from this contract due to compassionate circumstances, it is at the sole discretion of the University.
22. Whenever and to the extent that the University shall be unable to fulfill, or shall be delayed or restricted in fulfilling its obligations or any of them under this agreement in respect of the supply or provision of any heating, service, utility, or the doing of any work or the making of any repairs by any cause beyond its control, the University shall be relieved from the fulfillment of its obligation during the period which it is unable to fulfill or is delayed or restricted in fulfilling the obligation. It is understood and agreed that if the heating, water, or other service equipment or furniture provided by the university becomes damaged or destroyed, the university shall have reasonable time in which to repair or replace same.
23. Notwithstanding any other provision of this contract, should a condition or event occur which is outside of the control of the University, including without limitation strikes, lockouts, inclement weather, acts of God, fires, riots, arson, drought, floods, earthquakes, wind, hail, invasion, epidemic, pandemic, acts of terrorism, intervention by civil or military authorities, the subjection to government regulations, or orders or acts of war (declared or non-declared) or any other cause beyond its reasonable care so that the University is delayed, hindered or prevented from providing or continuing to provide the **Room** to the **Resident**, the University reserves the right to:
- require the **Resident** to temporarily or permanently vacate the Room; and/or
 - at the sole option of the University, terminate this contract.
- Notwithstanding the forgoing, the provisions of this section shall not under any circumstances operate to excuse the **Resident** from prompt payment of Room and Meal Plan fees for the **2021/2022** academic year and the Deposit and any fees paid in advance will not be refunded to the Resident. Should other accommodations be available on campus, the University may, but shall not be obligated to, offer an alternate room which may or may not be the same type of room. Should this contract be terminated, the University will determine if a refund of Room or Meal Plan fees will be provided to the **Resident**, if any.
24. Any excusing, condoning, or overlooking by the University of any default, breach, or non-observance by a student at any time of covenant, condition, or regulation in this agreement shall not operate as a waiver of the University's rights under this agreement in respect of subsequent defaults, breaches, or non-observances of terms of this agreement, and shall not defeat or affect in any way the University's rights in respect of any such subsequent default or breach.

MEAL PLAN

25. The **Resident** grants permission to the University to share their residence and permanent contact information with the food services provider if required.
26. All **Residents** must subscribe to one of the **University Meal Plans, including taxable Declining Cash Balance which meets the minimum requirement as it applies to their Room assignment.** Meal privileges are for the exclusive use of the **Resident** and **cannot in whole or in part be transferred to any other individual.** Guest passes associated with the Block Plan are to be used with the **Resident** who has subscribed to the meal plan. Students in residence must indicate their meal preference by August 10th, those who do not will automatically be enrolled into 415 Block Meal Plan.
27. **Returning students in Riley Hall** qualify for the 155 meal plan. DCB only options are available in Governors, O'Regan, Power and Somers for returning students.
28. Residence Meal Plans, including non-taxable Declining Cash Balance (DCB) dollars, are non-refundable, (with the exception of 19 a, b and c of this contract) and cannot be carried forward to the next academic year.
29. The University Community Code of Conduct applies in all dining areas and food retail outlets.
30. Students starting in September, downgrades to your meal plan will only be accepted up until September 30th. Students starting in January, downgrades to your meal plan will only be accepted up until January 17th.

KEYS

31. The **Resident** shall be issued either a set of keys or have their Student ID card encoded for access to their Residence and their assigned Room.
32. The **Resident** is responsible for the safe keeping of the keys/ card and must report all lost or stolen keys/card to a member of University Housing Office or Security within 24 hours of not having the keys/card in their possession on weekdays or to a Community Advisor on weekends or holidays.
33. The **Resident** shall pay a key replacement and/or lock change fee for all lost or stolen room keys. Call outs to replace locks and keys on weekends and holidays will result in an additional charge. Lost Student ID cards are subject to a reprogramming fee and replacement fee. The **Resident** shall pay a key replacement fee of \$50 for lost or stolen key and a replacement fee of \$150 for entrance/exit door keys.
34. Keys may not be duplicated or transferred to other individuals.
35. All residence keys must be returned to University Housing when the **Resident** vacates the **Room**. If a room key is not returned, the room will be re-keyed and the **Resident** will be charged for the replacement of the lock and keys at a cost of \$250. If an entrance/exit door key is not returned, the **Resident** will be charged a key replacement fee.

ANY BREACH OF THIS CONTRACT IS ALSO CONSIDERED IN BREACH OF THE COMMUNITY CODE OF CONDUCT AND THE RESIDENCE STANDARDS.

THE RESIDENT ACKNOWLEDGES THAT THIS UNIVERSITY HOUSING CONTRACT FORMS A PART OF AN AGREEMENT WITH ST. FRANCIS XAVIER UNIVERSITY AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Resident's Name (please print)

Resident's Signature

St. Francis Xavier University ID Number

Date

For more information about Residences and Applying to Residence go to: <http://www2.mystfx.ca/university-housing/>