



### Agreement Summary

This Agreement Summary forms part of the Carey Student Residence Agreement ("Agreement") between the Resident and the Operator specified below. This page, the following pages, Unit Condition Checklist, and the Carey Student Resident's Handbook form the complete Agreement which defines the policies and regulations governing the offer of housing and the terms and conditions of accepting the residence in Carey Centre managed by the Operator.

The Resident:																			
The Operator:	Carey Hall																		
The Unit:																			
The Occupancy Date:																			
The Move-Out Date:	April 30, 2018 or two (2) days after the Resident's last day of final exams, whichever is earlier, during the academic year of <b>2017/18</b>																		
The Residence Term:	A fixed term from the Date of Occupancy up to the Move-Out Date																		
Fees (Residence Fees and deposits) & their due dates	<table border="1"> <thead> <tr> <th><u>Fees</u></th> <th><u>Amounts</u></th> <th><u>Due Dates</u></th> </tr> </thead> <tbody> <tr> <td>Non-refundable Deposit</td> <td>\$ 700.00</td> <td>Upon Acceptance</td> </tr> <tr> <td>Security Deposit</td> <td>\$ 300.00</td> <td>August 4, 2017</td> </tr> <tr> <td>Semester 1 Fee</td> <td>\$</td> <td>August 4, 2017</td> </tr> <tr> <td><u>Semester 2 Fee</u></td> <td><u>\$</u></td> <td>December 8, 2017</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$</b></td> <td></td> </tr> </tbody> </table>	<u>Fees</u>	<u>Amounts</u>	<u>Due Dates</u>	Non-refundable Deposit	\$ 700.00	Upon Acceptance	Security Deposit	\$ 300.00	August 4, 2017	Semester 1 Fee	\$	August 4, 2017	<u>Semester 2 Fee</u>	<u>\$</u>	December 8, 2017	<b>Total</b>	<b>\$</b>	
<u>Fees</u>	<u>Amounts</u>	<u>Due Dates</u>																	
Non-refundable Deposit	\$ 700.00	Upon Acceptance																	
Security Deposit	\$ 300.00	August 4, 2017																	
Semester 1 Fee	\$	August 4, 2017																	
<u>Semester 2 Fee</u>	<u>\$</u>	December 8, 2017																	
<b>Total</b>	<b>\$</b>																		
Parking fees if parking space is requested and approved by the Operator:	<table border="1"> <thead> <tr> <th><u>Fees</u></th> <th><u>Amounts</u></th> <th><u>Due Dates</u></th> </tr> </thead> <tbody> <tr> <td>Semester 1 Fee</td> <td>\$</td> <td>August 4, 2017</td> </tr> <tr> <td>Semester 2 Fee</td> <td>\$</td> <td>December 8, 2017</td> </tr> </tbody> </table>	<u>Fees</u>	<u>Amounts</u>	<u>Due Dates</u>	Semester 1 Fee	\$	August 4, 2017	Semester 2 Fee	\$	December 8, 2017									
<u>Fees</u>	<u>Amounts</u>	<u>Due Dates</u>																	
Semester 1 Fee	\$	August 4, 2017																	
Semester 2 Fee	\$	December 8, 2017																	

**AGREED TO ON** \_\_\_\_\_ (date) **BY:**

**1. The Resident**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**2. The Resident's parent or legal guardian to co-sign if the Resident is under 19 years of age**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**3. And Carey Hall, by its authorized signatory**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

By signing this Agreement Summary, you accept an offer of accommodation in Carey Centre as managed by the Operator. By accepting this offer, you have confirmed that you agree to comply with the terms and conditions outlined in the Agreement.



**UNIT CONDITION CHECKLIST**

Premises: Carey Centre, 5920 Iona Drive, Vancouver, BC V6T 1J6  
 Operator: Carey Hall (address as above)  
 Resident: \_\_\_\_\_  
 Date of Occupancy: \_\_\_\_\_ Unit: \_\_\_\_\_

Unit Inspection	INCOMING	OUTGOING
ENTRY		
WALLS		
WINDOWS		
FLOORS		
BATHROOM		
CLOSETS		
FURNITURE		
OTHER		
<b>Keys</b>		
Mail Box Key		
Desk Key		
Bike Tag	Tag #:	
Bike Room Key		
Prox Card	Card #:	
Parking Stall	Stall #:	

		Sign & Date
Check-in	→ Inspected by a representative of the Operator: _____	
	→ Agreed by the Resident that this report fairly represents the condition of the Unit	
Check-Out	→ Inspected by a representative of the Operator: _____	
	→ Agreed by the Resident that this report fairly represents the condition of the Unit	
	→ Disagreed by the Resident that this report fairly represents the condition of the Unit, for the following reasons:	

**Damage Assessment Date:** \_\_\_\_\_ **Agreed to by the Resident:** \_\_\_\_\_  
**Amount payable from the Security Deposit:** \_\_\_\_\_



The Account Summary, the Unit Condition Checklist, the following pages, and the Carey Student Resident's Handbook form the complete Carey Student Residence Agreement ("Agreement") which defines the policies and regulations governing the offer of accommodation and the terms and conditions of accepting the residence in Carey Centre at 5920 Iona Drive, Vancouver, BC, managed by the Operator. This Carey Student Residence Agreement is between Carey Hall ("Operator") and the Resident as named in Agreement Summary ("Resident").

## Definitions

**"Assessment"** means a bill for an amount, determined by the Operator, that you owe to the Operator on account of one or more of the following: any damage to, repair of or loss of the Operator's property (including your keys, access cards, and tags) or extraordinary service, cleaning, administrative or other costs you or your guests cause to the Operator's residence facilities whether through accident, neglect or intent.

**"Carey Student Resident's Handbook"** means a handbook for student residents that outlines additional terms, conditions and expectations and may be updated from time-to-time.

**"Occupancy Date"** means the move-in date of the Resident as identified as such on the Agreement Summary, unless otherwise agreed in writing by the Resident and the Operator.

**"Fees"** means the residence fees applicable to your accommodation, deposits, plus all other sums, amounts, charges and monies payable by the Resident to Carey pursuant to this Agreement, including, without limitation, all assessments, costs, interest and amounts owing as a result of any breach of this Agreement.

**"Operator"** means Carey Hall, the owner and manager of the administrative, educational and residential facilities at Carey Centre (5920 Iona Drive) in Vancouver, BC. The Operator provides certain facilities and services to the residents of Carey Centre, as detailed in this and other agreements. The definition of Operator also includes Carey's authorized representatives.

**"Move-Out Date"** means the date on which the Resident ends their residence term as identified as such on the Agreement Summary, unless otherwise agreed in writing by the Resident and an authorized representative of Carey, or the date at which the Resident is given written notice by Carey Hall to evict the premises due to non-compliance with the terms and conditions of this Agreement.

**"Residence Term"** commences after 12 noon on the Occupancy Date and ends at 12 noon on the Move-Out Date by which time the Resident must have vacated and surrendered the unit to the Operator.

**"Resident"** is the person named in the Agreement Summary and will be referred to as "Resident," "you," "your," and/or "residents."

**"Security Deposit"** is a deposit to be held in trust by the Operator and may be applied to all overdue Fees or to charges payable by the Resident under this Agreement.

**"Common Areas"** are those areas set aside by the Operator for the common use and enjoyment of the residents of Carey Centre and the staff, students and visitors of Carey during such times as the Operator, in its sole discretion, makes such areas accessible.

**"Unit"** is the room in which the Resident occupies during the term of this Agreement as specified in the Agreement Summary and will be also referred to as "accommodation." The Unit is comprised of the private room with en suite bathroom, a private phone line and furniture as described in the Carey Student Resident's Handbook

## General Provision

In consideration of the payment of fees and the observance of terms and conditions of this Agreement, the Operator offers and the Resident accepts the residence at Carey Centre during the Residence Term by which time on the Move-Out Date the Resident must have vacated and surrendered the Unit to the Operator.

The offer of the Operator includes the following facilities and services:

1. The Unit;
2. The use of common areas of Carey Centre including the dining room, student lounge, study lounge, laundry room, bicycle storage areas and any other common areas, at such times as they are made accessible to the



Resident and subject to the Operator's discretion. The Operator reserves the right to restrict access by the Resident to common areas including some of the office, administrative and educational areas within Carey Centre at certain times, for the secure functioning of its multiple uses; and

3. Three (3) meals per day, served in the dining room at scheduled times during the Residence Term except for such times when the Operator determines meals will not be served during the Residence Term due to circumstances beyond its control or when during a break in the academic year when most students vacate their Units for a period of time including but not limited to Christmas holidays and term breaks. The Operator will consider special dietary requirements but cannot guarantee their fulfillment.

### **Residence Term**

The term of this Agreement is the Residence Term. If the Resident continues to occupy the Unit after the Move-Out Date, no new right of occupancy is thereby created and the Operator may, without notice, re-enter and take possession of the Unit, remove the Resident and all other persons and property and use such force and assistance as the Operator deems necessary to retake possession of the Unit.

If the Resident wishes to extend his/her stay in the Unit, any applicable extra fees must be paid and a new written agreement must be entered into between the Resident and Operator.

### **ResNet Agreement**

The Operator will provide computing network access to your Unit. This may be through wireless and/or wired connectivity. The network is provided by UBC ResNet Service. If you use the network, you agree to abide by the terms and conditions outlined in the ResNet Service Agreement. You also agree to abide by UBC's Acceptable Use and Security of UBC Electronic Information and Systems Policy. The Resident agrees to review and accept all applicable terms, conditions and agreements related to their use of ResNet on UBC's website.

### **Age Criteria**

Unless the Resident is 19 years of age or older when he/she enters this Agreement, the Resident's parent or legal guardian is required to co-sign this Agreement, and whereas the parent or legal guardian of the Resident agrees to assume full financial responsibility related to this Agreement as incurred during the Residence Term and thereafter. The parent or legal guardian of the Resident agrees to comply with the policies, rules and regulations of the Operator.

### **Indemnity**

The Resident and, if applicable as a co-signer to this Agreement, the parent or legal guardian of the Resident, for himself/herself, his/her personal representatives, heirs, and next of kin, agrees not to make any claims or actions against Carey, its employees, contractors, agents and representatives with respect to any loss, damage or injury suffered by the Resident or any other party as a result of any act or omission by any other party or parties including, but not limited to, other occupants and residents of Carey Centre, employees, contractors, agents and representatives of the Operator and to hold the Operator indemnified against any such claim or action.

### **Agreement Changes**

Changes may not be made to the terms of this Agreement without the expressed written agreement of the Operator. During the Residence Term of the Agreement, the Operator may unilaterally change or delete any provision of this Agreement or add provisions to this Agreement by sending you an email notification to the email address you have provided to the Operator or by written notification delivered to your mailbox assigned to your Unit. Normally, changes will be effective and binding upon the date set out in the notification. If no date is set out in the notification, the changes will be effective one week from the date the notification was sent. However,



changes may be implemented immediately when, in the opinion of the Operator, the health or safety of any person may be adversely affected by a delay.

### **Fees Payable**

The Resident shall pay in full all Residence Fees and deposits according to the prescribed due dates in the Agreement Summary.

The Security Deposit will be held in trust by the Operator and may be applied to all overdue Fees or to charges payable by the Resident under this Agreement. The Operator will hold the Security Deposit in trust if the Resident is returning the next academic year; or it will be refunded to the Resident, less any assessments and outstanding charges, if the Resident will not be returning the next academic year. If a portion of the Security Deposit is applied by the Operator to pay for amounts owing by the Resident during the Residence Term, the Resident must reinstate the Security Deposit to its original full amount prior to the Resident reoccupying the Unit.

The following terms apply to all fees and payments required by Carey:

1. A \$35 service charge will be levied on all cheques returned by your bank for any reason.
2. The Resident will pay all fees that may be imposed by the Operator from time to time in respect of electronic financial transactions, including but not limited to electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.
3. Late payments will not be accepted and will be deemed as a breach of this Agreement resulting in the Unit being assigned to another individual. Under extenuating circumstances, the Operator may consider later payment of fees, which will be subject to a late payment fee of \$25 for every week or portion of a week payment is not made.

### **Termination**

This Agreement is on a fixed Residence Term and may not be terminated by either party except under circumstances described below:

This Agreement may be terminated by the Resident, at the discretion of the Operator, if

1. the Resident is not admitted to the University of British Columbia or one of its affiliated colleges; or
2. the Resident has a substantiated medical reason preventing university attendance. In each of these cases, the Resident will be required to provide documentation satisfying to the Operator to substantiate the Resident's request for a waiver of financial obligations.

This Agreement may be terminated by the Operator if at any time, the Resident (1) fails to pay when due any of the Fees stipulated in this Agreement; (2) fails to pay when due any assessments assessed pursuant to the terms of this Agreement; (3) has violated the rules, policies or procedures and/or the residence standards and regulations as stated in this Agreement and the Carey Student Resident's Handbook, or the spirit thereof, as they may be amended from time to time; and/or (4) breaches any provision of this Agreement.

In the event of termination of this Agreement and eviction, you will remain indebted for any fees, including but not limited to assessments accrued pursuant to the terms of the Agreement and any that may arise from your occupancy, use of and departure from your accommodation and the residence; due to the cost of cleaning or repairing your accommodation including the cost of storing and disposing of any possessions left in the accommodation; otherwise from your failure to comply with the terms of this Agreement, including fees for the balance of the Agreement term remaining after your eviction.

### **Breach of Agreement**

If the Resident is in breach of or neglects or fails to perform or observe any of the terms and conditions of this Agreement and such breach, neglect or failure continues for ten (10) days after service on the Resident of a notice to remedy the breach, it shall be lawful for the Operator, without further notice, to terminate this Agreement and to repossess the Unit, without refund of any monies and without prejudice to any other right of action of the Operator



against the Resident.

### **Care of Carey**

The Resident shall keep the premises of the Operator including but not limited to Carey Centre, the Unit, the exterior of his/her Unit doors, and common areas clean and tidy, not to damage Carey Centre (except for normal wear and tear) and to accept responsibility for the cost of repairs attributable to the Resident's conduct and his/her visitors and which are not a result of normal wear and tear.

The Resident is also responsible for mitigating any strong odours and smells originating from his/her unit that are deemed disagreeable to others. Failure to do so may result in cleaning charges, and/or further action as may be deemed appropriate by the Operator. Common area damage or inappropriate upkeep may result in shared assessments, the possible relocation of the Resident of the Unit, and/or denial of future residence assignment.

The Operator reserves the right to enter the Unit when deemed necessary. The Operator will inspect the Unit during the semester breaks and, where necessary, will rectify deferred cleaning and may deduct any resulting costs from the Security Deposit. In such cases, the Security Deposit must be reinstated to its original amount prior to the Resident reoccupying the Unit.

Residents are expected to contribute to the cleanliness of common areas and are not permitted to leave garbage bags, waste or other items in the common areas of the building (for example hallways, stairwells, lounges, or elevators).

### **Vacating the Unit**

The Resident must vacate the Unit no later than 12 noon on the Move-Out Date applicable to your Residence Term. Vacating the Unit means cleaning the Unit to the condition at Occupancy Date, completing the outgoing inspection, returning all keys, access card or tags, and removing all persons and personal possessions from the unit.

Upon checkout, you must leave the folded mattress protector and all other linens borrowed from the Operator, if any, on the bed in plain sight (not in a drawer, on a shelf, in a closet, or anywhere else) of the Unit. Failure to do so may result in an assessment for the missing item.

If you fail to vacate the Unit when required pursuant to this Agreement, then, in addition to the Operator's other remedies, you will pay all the Operator's costs arising from such failure to vacate including, without limitation, the cost to the Operator incurred to clean your unit and to provide accommodations for the incoming resident who is scheduled to take possession of your unit.

Any of your personal property and the personal property of your visitors remaining on the Operator's premises after the termination of this Agreement (whether by expiry, early termination or abandonment), will be removed and disposed of without compensation to any person and you will be charged for such costs incurred. The Operator will be under no obligation to store any such belongings remaining on the Operator's premises or to sell them or otherwise recover their value. In the event the Operator chooses to store any of your property left on the premises, you are responsible for the Operator's cost of doing so, and any subsequent disposal costs.

### **Pests**

The Resident shall not allow conditions to exist that, in the opinion of the Operator, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to promptly report the presence or suspected presence of pests (including bedbugs) to the Operator. Personnel authorized by the Operator may enter your Unit, without notice and without your presence, to inspect for pests. Should, in the opinion of the Operator, treatment be required, you will be required to comply with the prescribed treatment methods and protocol which may include preparing your Unit and any personal possessions for scheduled treatment. This may include relocation, cleaning and/or removal and disposal of furnishings or personal possessions. In such an event, you shall not be reimbursed by the Operator for any disruption, relocation, loss or loss of use of personal possessions or furnishings. Should you fail to prepare your Unit and any personal possessions for treatment in accordance with instructions from the Operator, or otherwise fail to follow the Operator's directions regarding pest treatment, you may be held responsible





for the cost of rescheduled or additional treatments of your Unit and any personal possessions, or of other portions of the residence property.

### **Pets**

The Resident and the Resident's visitors shall not bring or keep in or around Carey Centre any pets or animals except for certified guide dogs or service dogs for the Resident and his/her visitors with the written consent of the Operator.

The written consent of the Operator for guide dogs or service dogs must be obtained prior to the animal arriving at Carey Centre. Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons including staff, and, without limiting the foregoing, in accordance with the applicable Carey policies, rules and regulations.

### **Quietness**

Since Carey Centre is located in a vibrant and growing community, the Resident is expected to tolerate a reasonable noise level commensurate with such living standards. Absolute silence is not possible. However, residents are not permitted to create excessive noise but are expected to be considerate of their neighbours 24 hours a day, seven days a week. In cases of dispute, the Operator's authorized officer will determine what is reasonable. If your neighbour asks that you be quiet, please respectfully consider that person's wishes and reduce your noise appropriately.

Radios, televisions, video games, stereo or other audio equipment or musical instruments may not be played such that sound, and especially bass (low frequency sound) can be heard outside of the Resident's unit. Subwoofers are not permitted in your unit or anywhere in Carey Centre.

In addition to being considerate at all times, quiet hours, as specified by the Operator from time to time, are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which can be heard outside the residence building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment, video games and telephones.

### **No Additional Major Appliances**

Residents shall not use or install any major appliances other than those provided by the Operator without the written consent of the Operator. Major appliances include, but are not limited to, stoves, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

### **No Alterations to the Unit or to the Building or Grounds**

Residents shall not make any structural alterations or add to or alter the interior or exterior finishings or appearance of the Unit, Carey Centre or its grounds without the written consent of the Operator.

### **Open Flame**

Unattended open flames, and leaving anything burning, such as a candle or incense, is not permitted in Carey Centre. Cooking devices that are open-coil, open-flame or gas-based, including but not limited to hot plates and butane-burners, are not permitted in Carey Centre.

### **Playing Sports or Sporting Activities**

Residents are not permitted to engage in physically active games/activities inside the Operator's premises, including but not limited to games/activities that involve throwing, kicking or shooting an object (such as a ball,



hockey puck, football, golf ball, soccer ball, Frisbee, hacky sac), and games/activities that may result in participants running (such as tag and water fights), cycling, skateboarding, etc.

### **Not to Disturb or Harm Others**

Residents shall not use Carey Centre for any purpose other than as the Resident's personal residence and not commit any act which is an annoyance, is disruptive or is a nuisance to other residents or visitors to Carey, the students of Carey, the Operator and its employees, contractors, agents and representatives, or to the owners or occupiers of adjacent properties.

Residents shall not verbally or physically abuse or intentionally cause harm to other residents or visitors to Carey, the students of Carey, the Operator and its employees, contractors, agents and representatives.

### **Authorized Occupants**

The Resident is the only authorized occupant of the unit under this Agreement. The Resident shall not assign, sublet or otherwise dispose of or in any way part with the possession of or grant any licence to use the Unit in Carey Centre; and the Resident shall not permit any person to remain in Carey Centre as an overnight guest without the prior approval of the Operator.

### **Resident's Responsibility for Guests**

Residents are responsible for their guests' behaviour whether or not they participated in, condoned or were aware of the guests' behaviour. Anyone who is invited to, accompanied on, accepted or admitted to Carey 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 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. The Resident shall be responsible for any breach of any of the terms contained in this Agreement by any of their guests. Any such breach shall be regarded for the purpose of this Agreement as a breach of the Agreement committed by the Resident.

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 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 unit.

With prior approval of the Operator, Residents may accommodate one overnight guest in their Unit at a time for a maximum of four (4) nights in any given month. Residents may be evicted for guest stays, which exceed this period of time or are a disturbance to the floor or other units. No extra bedding is available and guests may not sleep in the lounge or common areas. No person may be the guest of more than one resident in succession.

### **Insurance**

The Resident shall not commit any action or permit to be done in Carey or bring or keep anything in Carey which may in any way invalidate or violate any insurance policy relating to the Operator. You agree to indemnify and save harmless the Operator from and against any expense, loss or damage suffered by the Operator by reason of your breach or non-performance of any term of this Agreement.

The Operator does not provide the Resident with general insurance, liability insurance or property insurance for personal belongings or for damage caused by fire or any other act caused by the Resident. **The Resident will be fully responsible for all costs and damage without limitation related to any act by the Resident that causes such damage.** It is recommended that you arrange for your person and all your personal effects in residence units and all other residence property be covered by private insurance. The Operator strongly advises the Resident to





obtain a residential insurance policy that covers:

1. loss of personal property;
2. relocation costs due to Unit damage whether or not caused by the Resident
3. liability for loss or damage to the property of others; and
4. liability for personal injury to others, loss of personal property and liability for personal injury and property damage.

Insurance may be available as an extension of your family's home insurance policy, or you may obtain your own insurance package.

**In any case, Residents must maintain at least \$1 million coverage for damages caused by the Resident as a result of any property damage with the Operator named as a beneficiary.**

### **Waiver of Liability**

The Operator is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause, whether or not this may occur in your Unit or on the Operator's property. The Operator is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about your accommodation, the residence property or the Operator campus or while engaged in activities organized or sponsored by the Operator or its employees, agents, or assigns.

### **Claims for Damages or Loss**

The Resident shall not make any claims or actions against the Operator, its employees, contractors, agents and representatives with respect to any loss, damage or injury suffered by the Resident as a result of any act or omission by any other party or parties including but not limited to other occupants and residents of Carey Centre, the employees of the Operator and to hold the Operator indemnified against any such claim or action.

### **Ongoing or Occasional Construction**

The Operator shall at all times keep Carey Centre in a state of good repair and maintenance and to attend to any necessary repairs on a commercially-reasonable efforts basis. The Operator reserves the right to undertake on-going maintenance, renovation, building repairs, alterations or occasional event preparations which may cause construction to be underway during the term of this Agreement. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. The Operator will endeavour to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their residence area. There will be no compensation or reduction to your residence fees due to disruption and/or relocation.

### **Duty to Enforce House Rules and Standards of Conduct**

The Operator shall maintain civil standards of conduct and general observance of the Carey Student Resident's Handbook for the benefit of all residents of Carey Centre, the employees and the students of Carey. The Operator reserves the right to amend or change rules in effect from time to time in its sole discretion and the Resident agrees to abide by the rules the Operator sets. The rules therein are to be observed and followed as part of this Agreement. The Resident agrees to familiarize themselves with the Carey Student Resident's Handbook and to observe, support and promote the protocols, standards and practices espoused therein. If disagreement appears between this Agreement and the Carey Student Resident's Handbook, the terms of this Agreement shall prevail.

The Operator maintains the right to terminate this Agreement and evict the Resident who has proven to be a hazard to his/her own or other's health, safety, property or enjoyment of life at Carey Centre.

### **Transfer Resident**

Operator retains the right to transfer the Resident from one private room to another within Carey Centre at its sole discretion, with reasonable notice being given prior to any such transfer.

### **Right to Dispose of Chattels**

No goods or chattels of the Resident shall remain in Carey Centre after the Resident vacates the unit.

Your accommodation and your and any of your guests' personal property may be deemed by the Operator to be abandoned when:

1. a substantial amount of your personal property is removed and your residence fees are unpaid after the date that they are due; or
2. your residence fees remain unpaid after the date they are due and the Operator has not received a response from you for a period of 14 days after sending you a notice.

If the Operator deems your accommodation to be abandoned, the Operator may re-enter your accommodation and, in addition to any additional rights the Operator may have, the Operator may re-rent your accommodation. In that event, re-entry may be made without notice to you and without liability to you for any damage or prosecution.

You acknowledge that in the case of abandonment, the Operator will remove and dispose of your and any of your guests' personal property without compensation to you or your guests (as the case may be). You agree that the Operator will be under no obligation to store such belongings or to sell them or otherwise recover their value.

### **Dispute Resolution**

If any dispute or difference arises between the Resident and other resident(s) of Carey Centre, such dispute shall be decided by the Operator using standard grievance resolution procedures. The decision of the Operator shall be final and binding on all parties.

If any dispute or difference arises between the Resident and the Operator and such dispute or difference cannot be resolved by using standard grievance resolution procedures, then such dispute or difference shall be resolved by mediation or arbitration pursuant to the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre in Vancouver, BC.

### **Notices**

A notice shall be deemed sufficiently served on the Operator if such notice is forwarded by certified post or left addressed to it at its address shown in this Agreement and acknowledged in either case as received by a duly authorized staff member of the Operator;

A notice shall be deemed sufficiently served on the Resident if such notice is forwarded to the Resident by sending you an email notification to the email address you have provided to the Operator or by written notification delivered to your mailbox assigned to your unit at Carey Centre or at an alternative address furnished by the Resident to the Operator for such purposes. In the case of service by mailbox delivery at Carey Centre or post, the Resident shall be deemed to have been served two (2) clear business days after posting.

### **The Operator's Performance**

The Operator, inasmuch as it is within the Operator's control, will provide the accommodation pursuant to the terms and conditions stated in this Agreement. To the extent that the Operator is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the Operator shall be relieved from the fulfillment 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 Operator shall not be responsible for:

1. failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by



the Operator or any other form of job action or labour unrest, acts of God including fires, floods, storms, earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or

2. the failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the Operator or by third party providers.

### **Governing Law**

The Resident agrees to the terms of this Agreement and to abide by all federal, provincial and local government laws, regulations and bylaws, the Operator's rules, regulations, policies and procedures, including but not limited to those issued from time to time by the Operator. To the extent that there is any discrepancy between matters dealt with both in this Agreement and any other publication of the Operator, the provisions of this Agreement shall prevail.

The Resident acknowledges that the Residential Tenancy Act of British Columbia does not apply to this Agreement or to the Resident's occupation of the Unit at the premises.

### **Privacy of Information**

The Resident's personal information possessed by the Operator will not generally be released to any party without the Resident's express consent, unless permitted or required by law. The Resident hereby grants the Operator discretion to judge whether the Resident may be injured, ill or a danger or a threat to themselves or others, to an extent that third parties should be contacted and provided with vital information about the Resident.



## ADMINISTRATIVE CHECKLIST

This checklist contains information considered helpful to the Operator in maintaining an efficient and safe student residence program. No obligation to provide unusual or exceptional service or care to the Resident is to be implied by the provision and recording of this information, but the Operator will apply its best efforts to use this information in accommodating the Resident. The Resident should fill in all relevant information and submit this checklist along with their signed Student Residency Agreement on the Date of Occupancy.

The Resident:

Occupancy Date:

The Unit assigned:

Parking Stall assigned:

Special dietary concerns?

---

---

Special medical concerns?

---

---

Emergency contact(s)

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Address: \_\_\_\_\_