

SINGLE STUDENT HOUSING LICENSE AGREEMENT

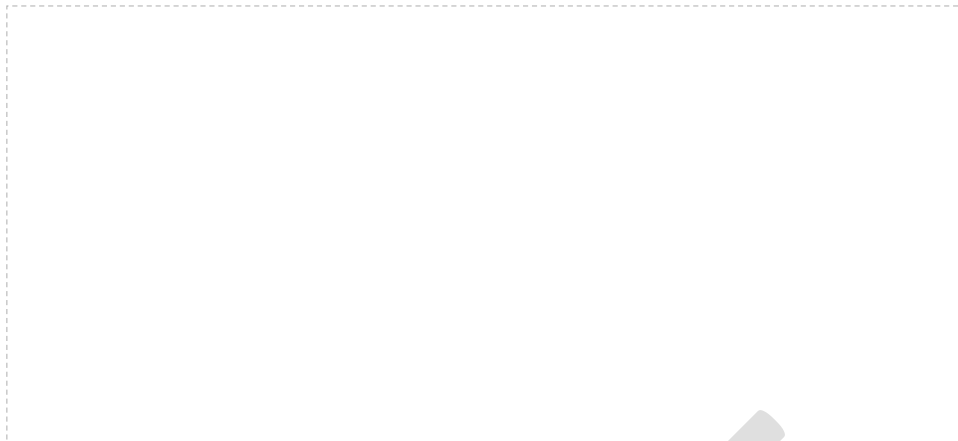
PARTNERED WITH THE RESIDENCE COMMUNITY HANDBOOK

As viewed at www.uleth.ca/housing

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 -



IN CONSIDERATION of the fees reserved and the covenants and agreements herein contained, the licensor hereby allows the Licensee the exclusive right to a 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 their 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 or Kainai House 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 Cash 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 **full-time student** at the University of Lethbridge for occupancy during the regular academic year (September to April)
 - (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 House 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/housing
 - (k) **INDEMNITY-** 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 Community Handbook), withhold transcripts and registration

privileges, 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 and return to the Housing Office four (4) copies of the Licensor's standard form of Unit Inspection Form 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 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 to a minimum of a \$1000.00**) from the date of termination to the end of the term of this Agreement save and except the cancellation fee of \$300.00 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 to the Licensor by the last business day of the month 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 required notice 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 Licensee 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
Licensee signature represents receipt of keys to assigned room and acceptance of the conditions of the license agreement as outlined above.

I.D Number _____

THE UNIVERSITY OF LETHBRIDGE

PER: _____
 Licensor

 Parent or Guardian of Minor Licensee