

Innis Residence Summer Occupancy Agreement - Summer 2017

In consideration of the mutual covenants contained herein, the Summer Resident (the "Resident" as designated by their signature on the Innis Residence Summer Occupancy Agreement) and the Governing Council of the University of Toronto (the "University") agree as follows:

1. The University grants to the Resident a license to use and occupy a room (the "Room") and the suite the room is a part of (the "Suite") in the residence located at 111 St. George Street, and known as the Innis Residence (the "Residence") for a period (the "Occupancy Period") as defined on the Resident's *Summer Residence Application Form* (the "Registration Form"), unless extended later or terminated earlier pursuant to the provisions of this agreement. The last day of the Occupancy Period or the Effective Date of Termination under clause 10 hereof or the date of withdrawal under clause 11 hereof, whichever first occurs, is herein called the "Vacating Date".
2. The Residence Administration and/or their designate shall assign the Room and Suite to the Resident.
3. The Resident will pay the Occupancy Fee as described in the Registration Form and any additional fees otherwise prescribed herein and as stated the Innis Residence website.
4. The Resident shall use the Room only as a private dwelling for him/herself and shall be entitled to use the common facilities of the Suite along with his/her suite-mates and to use the common rooms of the Residence together with other residents so long as he/she continues to occupy the Room and Suite and complies with the terms of this agreement and the schedules hereto.
5. The University will:
 1. provide the Resident with use of the furnishings listed in Appendices "A" and "B" until the Vacating Date; and
 2. maintain the Room, Suite and the Residence in a reasonable state of repair and fit for habitation.
6. The Resident will:
 1. maintain the Room and Suite in a clean and wholesome condition and will not allow any refuse, garbage or other objectionable material to accumulate in or about the Room, the Suite or the Residence;
 2. comply with the Innis Residence Rules and Regulations as specified in Schedule 1 (the "Rules and Regulations") and enforce compliance with the same at all times by his/her guests and invitees;
 3. respect and abide by the decisions of the Residence Administration made pursuant to this agreement and the Rules and Regulations as published from time to time. The Resident acknowledges that a copy of the current Rules and Regulations are attached as schedules to this agreement and agrees that the posting on the Innis Residence Website of the current Rules and Regulations shall be deemed sufficient notice thereof to the Resident;
 4. upon entering the Residence, identify him/herself to the Front Desk personnel.
7. Residents:
 1. shall receive one key for the Residence. The Resident shall return the key to the University on or before the Vacating Date. The Resident will not duplicate or permit duplication or be in possession of a duplicate of the key, nor shall the Resident lend or give out to another keys issued to him/her. The Resident will pay \$25.00 for having a lost key replaced. Residents may only be able to sign out a Limited Use key a total of 5 times, otherwise a new key will be cut at a cost of \$25.00 each time they require access to their room (see Schedule 3).
 2. The members of a Suite shall receive one key for the Suite's mailbox. The Suite members will pay \$100.00 to have a lost mailbox key replaced. The mailbox key must be returned to the Suite on or before the Vacating Date.
 3. The University shall have the right to retain and use a master key giving its representatives access to the Room for the purposes permitted hereunder or bylaw.
 4. The Resident will not under any circumstances tamper with any lock or locks or change the lock or add a lock or locks to the door of any room within the Residence including the bicycle storage area.
 5. After the Vacating Date, the University shall have the right to enter the Room and/or Suite and change the locks without notice or liability to the Resident and without providing the Resident with a key for the new lock. The University has no responsibility for any possessions of the Resident or of any other person left in the Room, the Suite or the Residence after the Vacating Date. The University has the absolute right to dispose of such possessions after the Vacating Date without any liability to account to the Resident therefore.
8. The Resident will not:
 1. use the premises or permit them to be used other than as residential accommodation;
 2. paint, decorate or redecorate any Room, Suite, Room Door or Suite Door;
 3. bring any additional furnishings or replace the mattress without the written permission of the Residence Administration or their designate;
 4. deface any wall, ceiling or surface of the Residence, including the windows, or damage the Residence or its furnishings or permit his/her guests or invitees to do so;
 5. keep any open flame/element, incense, lit candles or heating/cooling equipment in the Residence or overload the electrical circuits of the Residence;
 6. make any alterations to the structure of the Room or Suite or affix anything to the walls or ceiling or windows thereof without the consent of the Residence Administration;
 7. remove or alter furnishings or equipment from any community common areas within the building;
 8. apply or affix anything to the exterior of the Residence;

9. behave in a manner that will unreasonably disturb, annoy or interfere with the use or enjoyment of the Residence by the other residents or permit anything to be done or kept in the Residence which will obstruct or interfere with the enjoyment or rights of the other residents;
 10. Commit or permit an illegal act to be committed in the Residence.
9. The Resident will:
1. report any damage or damages made, observed or witnessed to the Room, the Suite, the Residence or the facilities and equipment therein to the Residence maintenance immediately and will pay for the repair of any damage to the Room, the Suite, the Residence or the furnishings thereof caused by him/her or his/her guests, normal wear and tear excepted, which repair shall be performed only by the University.
 2. The Resident will be responsible for cleaning and restoring the Room and Suite by the Vacating Date to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear excepted, and will reimburse the University for the cost of cleaning and restoration upon failure of the Resident to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the Room in a clean and restored condition on the Vacating Date. A list of replacement costs is available from the University upon request.
 3. will have a proper room and suite inspection done by the Residence staff prior to the Vacating Date. Failure to do so will result in the loss of the original deposit. Any damages or extra cleaning as a result of the resident's stay will be posted on the resident's credit card provided. In the case of University of Toronto students, these charges will be posted to their ROSI account.
10. The University may, at its option, terminate this license upon the happening of any of the following events:
1. Either of the following:
 - i) non-payment by the Resident of any amount due to the University hereunder and all accounts must be paid in full no later than August 1st;
 - ii) breach by the Resident of any other provision of this agreement or the Rules and Regulations as published from time to time.
 2. In the event that the University exercises its option to terminate this license, the University or its designated official shall give written notice of such termination to the Resident, which notice shall specify the effective date of the termination, (the "Effective Date of termination"). The notice may be hand delivered to the Room or affixed to the door of the Room, addressed to the Resident.
 3. Notwithstanding the early termination of this license, the Resident shall at the option of the University be liable for payment of the full amount of the Occupancy Fee, whether or not the room is re-occupied or the Residence is filled.
11. In the event that the Resident elects to withdraw from the Residence during the Occupancy Period, the Resident shall give the University 30 days written notice of his/her intention to withdraw. In the event that the end of the period of notice (the "Date of Withdrawal") occurs after August 1, the Resident shall be liable for the payment of the full amount of the Occupancy Fee and shall not be entitled to a refund of any part thereof. In the event that the Date of Withdrawal occurs before August 1, the Resident shall be liable for payment of the Occupancy Fee on a pro-rate basis as recalculated based on a published daily rate (the "Regular" Rate).
12. The University may at its option extend this license past the Vacating Date and can charge the Resident a fee for such an extension.
13. The Resident will vacate the Room and Suite and remove all possessions there from before 12 noon on the Vacating Date, and has no vested right to occupy the Room, the suite or the Residence in the future.
14. The Resident will not keep any firearm, fireworks, weapon, explosive, animal, fish, reptile, insect, or bird in the Room, Suite or Residence.
15. The Resident will ensure that all furnishings listed in Appendices "A" and "B" must not be moved from the Room, Suite or Residence without written permission from the Residence Administration or his/her designate.
16. The Resident will not assign this agreement or sub-license the Room or Suite or any part thereof to another or otherwise part with the possession or occupancy of the Room or Suite.
17. The Residence Administration or their designate, maintenance staff and agents shall be permitted to enter at all reasonable times the Room or Suite to view the state of sanitation, safety or repair of the premises and to undertake such cleaning, repairs or alterations to the Room, the Suite and/or the furnishings therein as the University may deem necessary or desirable, or as the University may be required to make by law. Except in the case of emergency, such entry shall be made during business hours and, where possible, reasonable notice of the approximate time of entry will be given by the University. In the case of an emergency or perceived emergency, the Residence Administration or their designate(s) will reserve the right to enter the premises.
18. The University reserves the right, to be exercised by the Residence Administration acting reasonably, to substitute another room and/or Suite in the Residence for the Room and/or Suite at any time during the Occupancy Period, in which event the substituted room and/or suite shall be deemed to be the Room and Suite for all purposes hereunder and the Resident shall forthwith move to that other Room and/or Suite.
19. There shall be no reduction of the Occupancy Fee or any other compensation for or on account of any loss, damage, inconvenience or discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility or service agreed to be furnished by the University.
20. The University shall not be liable to the Resident for any damage to or loss of theft of personal property or for personal injury, including death, on the Residence property save where the same is caused by the willful or negligent act or omission of the University or those for whom the University is in law responsible. The Resident will indemnify the University and save it harmless from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of the Resident, his/her guests, agents or invitees.

21. This agreement and the schedules attached hereto constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Room or Suite or this agreement except as expressed herein and except for the Rules and Regulations and Guest Policy, as amended from time to time.

Schedule 1 – INNIS RESIDENCE RULES & REGULATIONS

Each Resident is required under the Innis Residence Rules and Regulations to preserve good order and to protect the overall interests of the Residence and the safety, rights and property of individuals and the property of the University. Without narrowing the generality of the foregoing the following acts are prohibited and may result in financial restitution, the suspension of privileges, and/or termination of the Occupancy Agreement and removal from the building:

1. The violation of any law, rule, order or regulation of any Federal, Provincial, Municipal Government or University or Residence rules.
2. Throwing or letting fall any object from the building.
3. Tampering with fire equipment. (i.e. a minimum fine of \$250 for covering or tampering with a smoke detector.)
4. Excessive noise anytime or any noise during "Quiet Hours" (Sunday through Thursday from 11:00 p.m. until 8:00 a.m. and Friday & Saturday from 12 midnight until 8:00 a.m.). Residents are expected to always keep noise to a minimum.
5. Defacing any wall, ceiling or surface of the building or displaying of posters and/or material on any windows.
6. Any form of vandalism or damage to the building, or to the property of a fellow resident.
7. Remove or alter furnishings or equipment from any common area within the Residence.
8. Profanity or insulting or abusive language objectionable to a Resident, a Resident's guest or any Residence Staff.
9. Any act of violence, whether physical or otherwise, to a Resident, a Resident's guest or any Residence Staff.
10. Possession of weapons or firearms of any class or kind in the Residence.
11. Possession of any animal, fish, reptile, insect or bird in the Residence.
12. Consumption of alcohol in common areas outside of suites including the Residence courtyard.
13. Bringing into the building kegs, funnels or any other type of object that encourages the consumption of alcohol.
14. The storage of bicycles within the Room or Suite or other parts of the Residence other than in the designated bicycle storage room.
15. The playing of percussion and amplified musical instruments.
16. The Resident accepts full responsibility for all equipment. As such, the resident agrees to pay any charges necessary to repair or replace any or all of this equipment if not returned in satisfactory condition.
17. The violation of any rule or policy stated within the University of Toronto Appropriate Use of Information Technology.

Schedule 2 – INNIS RESIDENCE GUEST POLICY

Residents may have guests provided the following rules are followed:

1. All guests must be signed in and out at the Front Desk and Front Desk personnel may refuse any guest entry into the Residence.
2. Any Residence Staff may ask any guest to leave the Residence;
3. Guests are not to be left unaccompanied by the resident in the Residence;
4. Guests may not sign in other guests or sign-out Residence facilities;
5. A resident and his/her guest(s) must respect the resident's suitemates;
6. Acting reasonably, a resident's suitemates may ask the resident's guest to leave the suite.
7. A guest's actions are the total responsibility of the resident and a violation of Residence Rules and Regulations by a resident's guests constitutes an offence within the Residence by the resident;
8. Residents may sign in no more than 2 guests between the hours of 11:00 p.m. and 8:00 a.m.;
9. Long term (more than 60 days) Residents may have a guest stay in Residence no more than three (3) consecutive nights and for no more than ten (10) total nights during the Occupancy Period.
10. Short term (less than 60 days) Residents may have a guest stay in the Residence no more than (2) consecutive nights and for no more than five (5) total nights during the Occupancy Period.
11. Overnight guests are not permitted in the Residence during the transition period between the vacating date and the official academic year move-in date, while the building is being prepared for the incoming academic year students. All guests must leave by 11:00pm and no guest may enter the building before 8:00am.

Schedule 3 – INNIS RESIDENCE KEY POLICY

1. If you break your key, or your key fails to open your door, you must come to the Front Desk to have your key reprogrammed. There is no cost for this service, provided you return your old key.
2. If you lose your key, it is imperative that you come to the Front Desk to purchase a new key for \$25.00.
3. Your key must not be given out to anyone, for any reason, including friends and/or family members, or your key will be confiscated and a new key will be supplied to you at a cost of \$25.00.
4. In the interest of your safety and security, nothing should be written upon your key in case it gets lost or stolen.
5. If you forget your key in your room, you will be provided with a limited use key to gain access. This limited use key must be returned within one (1) hour or you will be charged \$25.00.
6. You will have only five (5) limited key uses during the entire occupancy period, from the date of your arrival until the Vacating Date. Once you exceed your five (5) temporary key uses, you will be cut a new key at a cost of \$25.00 each time you forget your key thereafter.

Other Factors

Innis Residence houses 300 people in a major metropolitan city and absolute silence is not a possibility. There is periodic noise generated from garbage and maintenance trucks, construction from a new building, grounds maintenance, and local events over which the residence has no control. We regret we cannot offer compensation or a reduction in residence fees for any rooms that may be affected.

University Of Toronto Innis Residence Smoking Policy

The Innis Residence is a Non-Smoking facility. Smoking is prohibited everywhere throughout the Residence.

University of Toronto Code of Student Conduct

The Resident agrees that he/she will comply with the University of Toronto Code of Student Conduct in force during the currency of this agreement. Copies of the University of Toronto Code of Student Conduct are available from the Office of the Dean or the University of Toronto's Office of Student Affairs. The Code of Student Contact can also be found online at: <http://www.governingcouncil.utoronto.ca/policies/studentc.htm>

University of Toronto Appropriate Use of Information Technology

The Resident agrees that he/she will comply with the University of Toronto Appropriate Use of Information Technology in force during the currency of this agreement. Copies of the Appropriate Use of Information Technology are available from the Information Commons, and is also available online at: <http://www.provost.utoronto.ca/policy/use.htm>

Innis Residence Re-admittance

Once admitted to the Innis Residence, no one is guaranteed future admission into the Residence. Anyone wishing to return to the Residence must apply.

APPENDIX A Room Inventory

- bed with 6 drawers
- mattress & mattress pad
- desk, return, overhead & bulletin board
- 2 drawer mobile file pedestal
- desk chair
- recycling container with garbage sub-container
- bookcase
- blinds & rod
- stool
- carpeting
- telephone jack
- computer jack

APPENDIX B Suite Inventory

- one 2-seat sofa & 2 single chairs or two 2-seat sofas & 1 single chair
- coffee table
- lamp
- area carpet
- blinds & rod
- refrigerator, microwave & self-cleaning stove & range hood with filter
- cutting board
- broom and dustpan
- 1 kitchen and 2 bathroom garbage containers
- kitchen sink, bathroom sink and bathtub drain plugs
- fire extinguisher fully charged
- mail box key
- intercom

Having applied for, and been accepted as a summer resident at the Innis Residence at the University of Toronto, I understand and confirm my compliance with the Innis Residence policies and regulations as indicated in this occupancy agreement, and the terms and conditions of accepting residence at the Innis Residence during the summer term.

During seasonal periods of lower occupancy, the University of Toronto makes its residences, which are primarily available to students and occasionally to staff, also available to members of the travelling or vacationing public for short term stays. The terms of such temporary occupancies are solely as set out in the Occupancy Agreement, which sets out the terms of your contract, and which you should read carefully. Your occupancy may be terminated at any time in accordance with the Occupancy Agreement and no ongoing rights are created by the Occupancy Agreement.

By signing below, I declare that, I have read this Occupancy Agreement and by my acceptance of this accommodation, I agree to abide by the terms of this Agreement. By signing and submitting this application, I furthermore authorize the Innis Residence to charge my credit card on file for any summer residence fees, or charges for any damages or extra cleaning as a result of my stay.

My signature below confirms that I understand the Innis Residence policy of zero tolerance of drug use, harassment, and intimidating, threatening or violent behaviours. I also understand that this standard applies not only to me, but also to my guests, for whose conduct I am responsible for while they are on the premises. I understand that the use and/or possession of drugs on the premises, and intimidating and violent behaviours are grounds for immediate expulsion from Residence under the terms of this Residence Occupancy Agreement.

Executed By: _____ of _____ on _____
(Last Name, First Name) (Room Number) (Date)

(Signature of the Resident)

(Front Desk Staff Witness)

Executed for the University by _____ on _____
(Name of Residence Staff Member) (Date)