



Student Residences and Ancillary Operations

313 Hatcher House, Paton College, St. John's, NL Canada A1B 3P7
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SECTION 1 - TERMS AND CONDITIONS

1. The Resident agrees to remain registered as a full-time student (part-time with express permission from the Director of Student Residences or delegate) at Memorial University, Marine Institute, College of the North Atlantic or the Centre for Nursing Studies for the duration of this Agreement.
2. Memorial University agrees to provide the Resident with accommodations on the St. John's campus of Memorial University for the duration of the **[insert semester, year]**.
3. The Resident acknowledges that the contract dates for the Fall 2023 are as follows:
 - o Contrat Start Date **[insert date]** - Contract End Date **[insert date]**
4. The Resident agrees to pay Memorial University the full cost of their assigned accommodations.
5. The Resident acknowledges that the full cost of the accommodations is subject to change as a result of any changes in accommodations, check-in and check-out dates, and specific room and building assignment. The resident acknowledges that the accommodations rate is subject to change with three (3) months advance notice from Student Residences.
6. The Resident acknowledges that they are required to clean their assigned accommodations and remove all belongings from their assigned accommodations if not returning to their currently assigned accommodations for the following semester.
7. The Resident acknowledges they must vacate residence within twenty-four (24) hours of the last day of classes if they have no final exams.
8. The Resident acknowledges that if they are required to complete final exams, they must vacate their accommodations within twenty four (24) hours of the completion of their last final exam or by 12 noon following the completion of the final exam period for Memorial University, whichever comes first.
9. The Resident acknowledges that the full cost of the accommodations only covers from check-in until the last day of classes each semester. Additional accommodation days required for Residents to complete exams are provided at no additional charge during the final exam period for Memorial University's St. John's Campus.
10. The Resident acknowledges that if they are required to stay on campus following the last day of classes for an academic reason other than a final exam, they must make a request through the Student Residences portal at least thirty (30) days before the end of the semester.
11. The Resident acknowledges that if they are required to stay beyond noon (12pm) following the completion of the final exam period for Memorial University, they are required to request special permission from Student Residences for additional accommodation days.
12. The Residents acknowledges that if they attend a non-Memorial University school or a school outside of the St. John's campus (ex: Marine Institute, CNA), and are requesting to extend past the Memorial University exam period, they must make a request through the Student Residences portal at least thirty (30) days before the end of the semester.
13. The Resident acknowledges that if their extension request to stay beyond the regular accommodations dates is approved, extra nights are billed based on a [prorated nightly rate](#).
14. The accommodation rates include utilities (i.e. electricity, water, etc...) and in-room internet access. Additional user rates will apply for parking, and laundry.

SECTION 2 - ASSIGNED ACCOMMODATIONS

1. The Resident acknowledges that the assigned accommodations are for their own personal use and agrees not to sublet the accommodations.
2. The Resident acknowledges that the assigned accommodations are for residential purposes only and agrees not to use their assigned accommodations to operate a business or use their access to their assigned accommodations as a way of advertising for a business.
3. The Resident agrees that Memorial University may change the assigned accommodations, including room, building, and/or roommate(s), at any time. The University will consult with residents whenever possible in advance of any required moves.
4. Memorial University agrees to provide the Resident, once checked in, with at least 24 hours notification (with the exception of emergency situations) prior to any change in assigned accommodations. (i.e. new roommate/suitemate).
5. The Resident agrees not to change assigned accommodations unless authorized by the Student Residences department.
6. Memorial University agrees to consider the Resident's requests for a change of assigned accommodations, but does not guarantee any requested changes.
7. The Resident agrees that Memorial University may, under special circumstances, provide the Resident with temporary and alternative accommodations, including accommodations off-campus.

SECTION 3 – CHECKING-IN TO THE ACCOMMODATIONS

1. The Resident acknowledges that the regular operations of Student Residences correspond to Memorial University's St. John's campus academic semesters (i.e. fall, winter, and spring semesters).
2. The Resident acknowledges that the regular operations of Memorial University cease between academic semesters and some regularly provided services (e.g. Residence Life staff, food services, mail delivery, etc.) will not be available before, after, or in between the academic semesters.
3. The Resident may request access to the accommodations outside the regular operations (i.e. before, after, or in between the academic semesters) of Student Residences, however accommodations are not guaranteed.
4. The Resident may check-in to their assigned accommodations on their designated check-in day, as agreed upon with Memorial University.
5. The Resident agrees to vacate the accommodations twenty-four (24) hours after the last day of classes each semester unless they have exams. In which case they agree to vacate the accommodations twenty-four (24) hours after their last exam or by noon (12pm) following the completion of the final exam period for Memorial University, whichever comes first.

SECTION 4 - ACCESS TO THE ACCOMMODATIONS

1. The Resident agrees that the assigned accommodations including furniture, furnishings, and associated equipment remain the property of Memorial University and must not be altered or removed from their assigned accommodations.
2. The Resident agrees that authorized university staff and/or external contractors have the right to enter, in accordance with the Procedures for Entering Residence Rooms/Apartments, any residence, apartment, or room in order to conduct regular inspections, make necessary repairs, and verify compliance with this Agreement, the [Student Residences Regulations](#), Memorial University's [Student Code of Conduct](#), and local laws.
3. Memorial University agrees to provide the Resident with the necessary key(s)/card(s) for access to the assigned accommodations, including building, room, and related common areas.
4. The Resident accepts responsibility for the care and control of all assigned key(s)/card(s).
5. The Resident agrees only to use the key(s)/card(s) for purposes for which they were provided.

6. The Resident agrees to neither loan nor otherwise give permission of the key(s)/card(s) to another individual.
7. The Resident agrees to neither alter nor permit the alteration of the key(s)/card(s).
8. The Resident agrees to neither copy nor permit the copying of the key(s)/card(s).
9. The Resident agrees to inform Student Residences, as soon as possible, if the assigned key(s)/card(s) do not function properly, or are lost.
10. The Resident agrees to return assigned key(s) and any temporary access cards to the University when checking out of the accommodations.
11. The Resident agrees not to access any area for which they do not have assigned access.

SECTION 5 – MAINTENANCE OF THE ACCOMMODATIONS AND UNIVERSITY PROPERTY

1. The Resident agrees to maintain the assigned accommodations, including furniture, furnishings, and associated equipment (e.g. keys, locks, access cards, etc.) in a clean, hygienic, and working condition.
2. The Residents is permitted to keep a small fish as a pet as long as the container it is held in does not exceed 2 litres. All other types of pets, (e.g. reptiles, mammals, birds, etc.) are not permitted anywhere in the assigned accommodations or Student Residences facilities. Residents are only permitted to have Service Animals (SAs) and Emotional Support Animal (ESAs) with express permission from Memorial University.
3. The Resident agrees not to throw anything, or permit anything to be thrown out of the windows, or to sweep or throw anything into the hallways, common areas, stairwells, sidewalks, fire escape routes, or university grounds.
4. The Resident agrees not to store anything in the hallways, common areas, stairwells, sidewalks, or fire escape routes.
5. The Resident agrees not to tamper with, or otherwise disable any of the safety and security equipment (e.g. fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers, hydraulic door closers, etc.).
6. The Resident agrees to use only Canadian Standards Association (CSA) approved cooking appliances (microwaves, deep fryers, etc.) and only in areas that have been designated as kitchens. Memorial University reserves the right to confiscate appliances that are in violation of this clause.
7. The Resident agrees not to have any furniture or furnishings that contain water such as waterbeds in the accommodations.
8. The Resident agrees to promptly report, to the appropriate university staff, any failure of equipment including mechanical, plumbing, and electrical equipment, and any other university property.
9. The Resident agrees to promptly report, to the appropriate university staff, any pest control issues such as but not limited to rodents and insects.
10. The Resident agrees not to alter the permanent features (i.e. walls, blinds, furniture) of their assigned accommodations by painting, removing, relocating or changing the permanent features in any way. 3M strips are permitted.
11. The Resident agrees to accept responsibility for any loss of, or damage to, the assigned accommodations, furnishings, furniture, and equipment (e.g. keys, locks, access cards, fire & life safety, etc.).
12. The Resident agrees to reimburse Memorial University for the cost (i.e. parts, labour, and administration fee) of cleaning, repairing, or replacing, any assigned accommodations, furnishings, furniture, and equipment (e.g. keys, locks, access cards, fire and life safety, etc.), as assessed by the University.
13. The Resident accepts that Memorial University cannot guarantee an allergen free environment.
14. The Resident agrees not to move or take furniture from other areas outside of their assigned room for personal use.
15. The Resident acknowledges they are required to remove all personal belongings from their assigned accommodations, clean their room and vacate their room at the end of the semester if they are not returning for the semester immediately following the semester of their check out.

SECTION 6 - RESIDENT'S PROPERTY

1. The Resident agrees that Memorial University is not responsible for damage to, theft of, or loss of the use of, any of the Resident's personal property. The University strongly recommends that the Resident obtain tenant's insurance.
2. The Resident agrees to remove all their personal property from the accommodations and Student Residences facilities when checking out at the end of this Agreement or when changing bed spaces.
3. The Resident agrees that Memorial University has the authority to remove and dispose of any of the Resident's personal property after check-out. The Resident agrees to bear the cost of this removal.
4. The Resident agrees not to store any belongings outside of their assigned accommodations without permission from Memorial University.
5. The Resident acknowledges that the following items have been identified as potential hazards to the health and safety of residents, staff and/or their assigned accommodations and therefore are not permitted in Student Residences facilities without explicit permission from the Director of Student Residences or their delegate. This includes propane tanks, air conditioners, vaporizers, weapons (knives, guns, airsoft or gas powered recreational weapons, etc.) and drinking games/tables.
6. The Resident acknowledges that Memorial University has the authority to remove any of the Resident's personal property that is stored in the hallways or stairwells of the buildings, as it is in direct violation of fire safety regulations. This includes, but is not limited to: sports equipment, tires, strollers, bikes, car seats, shoes, etc.
7. The Resident acknowledges that any property removed by Memorial University under 6.6 of this agreement will not be reimbursed.

SECTION 7 - RESIDENT CONDUCT

1. The Resident agrees to behave in accordance with, and abide by, Memorial University's [Student Code of Conduct](#), Memorial University's [Sexual Harassment and Sexual Assault policy](#), the [Student Residences Regulations](#), the Accommodations Agreement and municipal, provincial, and federal laws.
2. The Resident agrees that these regulations represent a minimum standard of conduct that is expected of all residents of Student Residences and students of Memorial University, Marine Institute, College of the North Atlantic or Centre for Nursing Studies.
3. The Resident agrees to abide by the additional regulations pertaining to the designated special areas within the residences (i.e. Quiet Floor).
4. The Resident acknowledges that their conduct may be recorded by university staff and included in their resident record.
5. The Resident acknowledges that, in accordance with Memorial University's [Student Code of Conduct](#), reports of the Resident's behaviour that is in violation of university policies, rules, or [Student Residences Regulations](#), and/or municipal, provincial, or federal law will be reported to other university officials and/or local law enforcement agencies.
6. The Resident acknowledges that they may be referred to other departments by authorized university officials for conduct that is an offence under the [Student Residences Regulations](#), the Accommodations Agreement and/or Memorial University's [Student Code of Conduct](#) and/or Memorial University's [Sexual Harassment and Sexual Assault policy](#)
7. The Resident is required to attend and participate as required in any mandatory meetings scheduled by Memorial University. Topics may include but are not limited to fire drills, fire safety, etc.
8. The Resident acknowledges that Memorial University encourages a fragrance-free environment.

SECTION 8 - PERSONAL INFORMATION

1. Memorial University agrees to maintain the Resident's record, including relevant personal information (e.g. the Resident's application, agreements, reports, etc.) in accordance with [Memorial University's privacy policy and the provincial Access to Information and Protection of Privacy Act \(ATIPPA\)](#).

2. The Resident authorizes the Registrar of Memorial University to release to the Director of Student Residences or delegate, the Resident's academic and financial information.
3. The Resident authorizes the Director of Student Residences (or delegate) to contact the emergency contact persons as recorded on their student record, in the event, or threat of serious illness or injury. This may require disclosure of a medical or personal condition as part of the circle of care and efforts to resolve.
4. The Resident acknowledges that any incidents the resident is involved in will be recorded using Memorial University's Information Management System (MMIS) and/or StarRez. When deemed necessary by Student Residences staff, personal information will be shared with other university officials and/or local law enforcement agencies.
5. The Director of Student Residences or delegate may use the contents of the Resident's record to make decisions concerning sanctions and readmission to Student Residences, as per the [Student Residences Regulations](#) and Memorial University's [Student Code of Conduct](#).
6. The Resident has the right to access their personal information/Resident record that is entrusted to Student Residences. Inquiries concerning access to the Resident record should be directed to Student Residences
7. The Resident agrees that Memorial University will share the Resident's personal information with the Student Residences internet service provider. Personal information will include the Resident's MUN login, name, and email address to be used solely for the management of the internet service.

SECTION 9 - COSTS, CHARGES, AND PAYMENT

1. The Resident acknowledges that Memorial University will post appropriate charges (e.g. Accommodations Fees, Meal Plan charges (if applicable), repairs, cleaning, monetary sanctions, etc.) to their student account.
2. The Resident agrees to pay the full cost of this Agreement of the Accommodations Fees and Meal Plan cost (if applicable), plus additional fees for accommodations outside the regular operations of Student Residences (where applicable).
3. Memorial University agrees to post the value of this Agreement, for each semester, to their student account. The fees will appear as Student Residences Charge (Accommodations).
4. Memorial University agrees to post any additional charges (i.e. – fines, work control charges, extra nights) to their student account within sixty (60) days.
5. The Resident agrees to pay the full value of this Agreement prior to, or on, fees payment day, as per the Fees and Charges section in the Memorial University Calendar.

SECTION 10 - CANCELLATIONS, REFUNDS, AND TERMINATION

1. The Resident agrees that if they cancel their application within 30 days of the start of the Contract Start date, they will be charged or refunded based on the table found [here](#), under "Cancellations, Refunds, and Terminations".
2. The Resident agrees that this Agreement can be terminated by Memorial University without notice, if they contravene any of the terms and conditions stated herein including violation of rules and regulations.
3. The Resident agrees that termination of this Agreement prior to the assigned check out date, for any reason, including an eviction sanction, does not automatically absolve the Resident all costs associated with this Agreement.
4. The Resident acknowledges that this Agreement can be terminated without penalty if they accept a work term that requires them to travel further than 50 km from the Student Residences facilities.
5. The Resident acknowledges that this Agreement can be terminated without penalty if they are accepted into an exchange program outside of Canada that is approved by Memorial University.
6. The Resident acknowledges that this Agreement can be terminated without penalty if the resident has a personal health (mental/physical) condition(s) for which the Resident has provided appropriate documentation from a professional health care provider. (NOTE: This documentation must specifically state that residing in Student Residence is no longer advisable.)

7. The Resident acknowledges that this Agreement can be terminated without penalty if the resident can provide proof of financial hardship (documented) which made it impossible for the student to continue their post-secondary education.
8. The Resident acknowledges that termination of this Agreement without valid reason will require 30 days' notice. Residents without valid reason for terminating will receive a refund based on the 30 days after they submit their termination as long as they move out of residences within those 30 days.
9. The Resident agrees that this Agreement will be automatically terminated if the Resident is required to withdraw by the post-secondary institution at which they are registered. (*NOTE: being placed on academic warning, or using the Forgiveness clause, does not apply*)

SECTION 11: ACCEPTANCE OF THE AGREEMENT

1. By indicating acceptance of this Agreement, the student agrees to the aforementioned terms and conditions, including the associated financial responsibilities and adherence to Memorial University's [Student Code of Conduct](#), and/or Memorial University's [Sexual Harassment and Sexual Assault policy](#), the [Student Residences Regulations](#), and local laws.
2. As is stated in the Residential Tenancies Act of Newfoundland and Labrador, the Residential Tenancies Act of Newfoundland does not apply to this Agreement or the students and occupants occupation of the premises as per [Section 3.4\(f\)](#).