



Student Residence Agreement – 2018-2019

VIU Student Residence, Nanaimo Campus, 4 University
Crescent, Nanaimo, BC V9R 6C5

This Student Residence Agreement applies to the VIU Student Residence accommodation on the Nanaimo campus of Vancouver Island University. This agreement is important as it is a legally binding agreement between you and Vancouver Island University covering the terms and conditions of your occupancy in VIU Student Residence. This Student Residence Agreement and the required "Signature Page for Residents Under 19" can be found at <https://residences.viu.ca/content/residence-forms>. Residents are advised to retain a copy of this Agreement and the signed Signature Page (if applicable) for their records.

During the VIU online student residence application and acceptance process, residents are required to read and agree to the terms and conditions in this Student Residence Agreement. By submitting your electronic signature online and, if you are under 19 years of age, by returning the signed "Signature Page for Residents Under 19" to VIU, you and your parent/legal guardian (if applicable) have confirmed that you have read and understand, and agree to comply with, the terms and conditions in this Agreement.

1 Definitions and Interpretation

1.1 Definitions. In this Agreement:

"**Cancellation Request**" means a request by the resident to cancel a residence application and/or terminate this Agreement to be made to VIU in writing in form prescribed by VIU;

"**Move-In Day**" means the Move-In Day for the applicable semester in **Table 1 of Schedule "A"**;

"**Move-Out Day**" means the Move-Out Day for the applicable semester in **Table 1 of Schedule "A"**;

"**Room**" means a furnished room within the VIU Student Residence to be selected by VIU and any other room to which the Resident is assigned by VIU from time to time or as agreed between VIU and the resident;

"**Term**" means the period of time you are permitted to occupy a Room being the period starting on the Move-In Day and ending on the earlier of: (i) the day following the completion of your last examination of the semester, or (ii) the Move-Out Day, excluding the Winter Break, as the period may be extended or terminated under this Agreement;

"**VIU Student Residence**" means the student residence buildings and property on the VIU Nanaimo Campus known as "VIU Student Residence" and, where applicable, the VIU Student Residence department of VIU; and

"**Winter Break**" means the period between the end of the Fall Semester and the beginning of the Spring Semester detailed in **Table 2 of Schedule "A"**.

"**you**", "**your**", "**resident**" and "**residents**" are references to the VIU student as a party to this Agreement.

1.2 Type of Agreement. This Agreement creates a licensor/licensee relationship between VIU and you. The *Residential Tenancy Act* of British Columbia does not apply to this Agreement and to your occupation of accommodation in the VIU Student Residence.

1.3 Amendments or Changes to Agreement. Amendments, changes or exceptions may not be made to the terms of this Agreement without the written consent of VIU. Changes may be made by VIU by sending an email to you and/or placing notices on the VIU Student Residence website one week

before the changes become effective with the exception that changes may be immediate when, in the opinion of VIU, the health or safety of any person may be adversely affected by a delay.

1.4 Entire Agreement. This Agreement constitutes the entire agreement between you and VIU pertaining to its subject-matter. To the extent that there is any inconsistency between matters dealt with in this Agreement and any verbal communication or any other publication of VIU, the provisions of this Agreement shall prevail.

1.5 Currency. All dollar amounts in this Agreement are in Canadian dollars.

1.6 Binding Effect. Each reference in this Agreement to VIU and to you includes our respective heirs, estate trustees, legal representatives, successors and assigns as applicable.

1.7 Governing Law. This Agreement is governed by and will be interpreted in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.

2 Occupation and Term

2.1 License to Occupy Room. VIU grants to you a license to occupy a Room for the duration of the Term.

2.2 Pre-Conditions to Occupancy. You may not occupy a Room unless (i) you are currently enrolled as a full-time student in good standing at VIU as determined by VIU; (ii) you have paid the deposits and all residence fees then due and payable as required under **section 3.1**; (iii) you have agreed to the terms and conditions of this Agreement by completing the VIU online process and, if you are under 19 years of age, you have returned a signed "Signature Page for Residents under 19" to VIU; and (iii) VIU has designated a Room for you. You must maintain your full-time student status to remain eligible to reside in VIU Student Residence and you agree to notify VIU Student Residence promptly if there are any changes that would affect your eligibility.

2.3 Winter Break Extension. During the Winter Break, there is limited supervision of the VIU Student Residence, all services are reduced, and annual maintenance and renovations occur. Residents are not permitted to access or reside in the Room or be in any of the Residence buildings during Winter Break, but a resident who is in residence for the academic year may leave their possessions in the Room. VIU may permit a small number of residents who demonstrate a need for the VIU Student Residence accommodations during the Winter Break to remain in residence. If you wish to remain in residence during Winter Break, application must be made to VIU on or before December 1, 2018 at 5:00 pm. If you receive written approval from VIU to stay in residence during the Winter Break, you must pay the fee detailed in **Table 2 of Schedule "A"** and then the Term under this Agreement will be extended to include the Winter Break. Any resident who remains in residence during the Winter Break without approval from VIU will be in breach of this Agreement and may be subject to additional fees over and above those detailed in **Table 2 of Schedule "A"** and subject to any other remedies VIU may have at law or under this Agreement.

2.4 Other Term Extensions. The Term may be extended by VIU if you apply in writing for an extension in accordance with VIU's published policies on residence term extensions. All requests for extensions must be made in writing in advance and are subject to availability and payment of the fees detailed in **Table 3 of Schedule "A"**. When approved and payment is made, the Term under this Agreement is extended to include the approved extension period. If you occupy a Room outside of the Term without approval from VIU, you will be in breach of this Agreement and may be subject to additional fees over and above those detailed in **Table 3 of Schedule "A"** and subject to any other remedies VIU may have at law or under this Agreement.

2.5 Residential Use Only. The Room, VIU Student Residence property (which includes but is not limited to all VIU Student Residence buildings, parking lots and surrounding grounds, mailbox, telephone, or data connection) are for residential use only and may not be used for any commercial

use except if the commercial use relates to academics (e.g. part of a co-op work position) and such use must be approved in writing by VIU on a case-by-case basis.

2.6 Roommates and Bathroom mates. Prior to Move-In Day, VIU may provide you with the names(s), phone numbers(s), and email(s) of your roommates(s), and may provide your name, phone number and email to your roommates and bathroom mates, to enable roommates and bathroom mates to get acquainted and arrange bringing common supplies to the VIU Student Residence. You will be required to enter into an agreement with your roommates/bathroommates after you move-in and further requirements relating to your responsibilities are contained in the VIU Student Residence Community Standards Handbook attached as **Schedule "C"**.

2.7 Roommate Changes. You may request a roommate change for cause at any time. VIU's first priority is to try to mediate any dispute between roommates. If a roommate change is required, roommates may be moved to different rooms (subject to availability within the VIU Student Residence and to VIU's discretion), unless another agreement can be reached amongst all parties involved. Other requests for a room or building change will require prior written approval of VIU and will require payment of a fifty dollar (\$50) transfer fee at the time of approval.

2.8 Room Reassignment. VIU may, in its sole and unfettered discretion, relocate you to another Room upon 48 hours advance written notice. If you do not remove and relocate your property as set out in the relocation notice, then VIU may remove and relocate your property, at your expense, without further notice and without liability to VIU for any damage to or loss of your property.

2.9 Overholding. If you remain in occupation of a Room during the Winter Break or after your move out day without approval from VIU, or after the eviction date in any notice of termination from VIU, no new right of occupation is created and VIU may, without notice, re-enter and take possession of the Room, remove you and your property, at your expense, without liability to VIU for any damage or loss. VIU may use such force and assistance as VIU deems necessary to retake possession of the Room.

2.10 Force Majeure. Notwithstanding anything in the Agreement, if VIU is delayed or hindered in, or prevented from, the performance of any term, covenant or act required under this Agreement (including, without limitation, delivery of occupancy of a Room) by reason of strikes, lockouts, work stoppages/slowdowns; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reasons whether of a like nature or not, which are beyond VIU's reasonable control, then the performance of that term, covenant or act is excused for the period of the delay and VIU will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay.

2.11 No Assignment or Subletting. This Agreement and the rights and privileges granted to you under it are not assignable by you and you may not sublet the Room. You may not permit the use of the Room by any other person, other than a person designated by VIU, your guest(s) or guest(s) of your roommate.

3 Deposits and Fees

3.1 Resident's Obligation to Pay Deposits and Fees. You agree to pay to VIU the deposits and fees required by **Schedule "B"** for the type of Room you are designated by VIU. If you move to another Room or VIU requires a Room reassignment, you agree to pay the fees stipulated for that type of Room. The required deposits and fees are in addition to any application fees you have paid to VIU. Application fees are non-refundable.

3.2 Payment. All amounts payable by you under this Agreement are payable to "Vancouver Island University" and made to the VIU Cashier's Office. All payments are subject to VIU's payment policies and academic results may be withheld and/or other sanctions are possible for failure to

maintain an up-to-date financial account with VIU.

3.3 Late Payment Fee. If you do not pay an amount when it is due, the unpaid amount bears interest at the rate of twenty-four percent (24%) per annum, compounded monthly. In lieu of interest charges, VIU will implement a fifty dollar (\$50) late fee to each amount that is not paid when due.

3.4 No Waiver. Nothing in this Agreement, or any entry or repossession of the Room by VIU, releases you from liability to pay in full all amounts payable by you under this Agreement.

3.5 Cancellation Fees and Refunds. If you make a Cancellation Request or this Agreement is otherwise terminated or expires, you may be required to pay a cancellation fee and/or you may be entitled to a refund of deposits and fees paid to VIU on the terms set out in **section 10.7**.

4 Move-In and Move-Out Procedures

4.1 Move-In Procedure. You must follow all move-in times, dates and procedures outlined by VIU. During move-in, care must be exercised to avoid damage to doors, frames, walls, floor coverings, and any other part of the VIU Student Residence. After inspection by VIU, VIU will inform you of pending damages and cleaning charges arising from your move-in.

4.2 Condition of Room at Move-In and Room Inspection Form. The Room will be provided by VIU furnished with standard furnishings for that type of accommodation as specified by VIU. Within 24 hours of taking possession of a Room, you must complete a "Room Inspection Form" listing all damage to and deficiencies in the Room and its furnishings, fixtures and equipment. The Room Inspection Form will form the basis for establishing the condition of the Room. If there is a question regarding responsibility for damages to the Room or furnishings, fixtures and equipment, the responses you have given in the Room Inspection Form will be used in determining responsibility for damages. If no form was submitted, you will be assessed for all damages and missing items.

4.3 Move-Out Procedure. When you move out, all garbage and your personal belongings must be removed from VIU Student Residence or you will be charged with the cost of removal. After you have moved-out, the Room and common areas and their contents will be inspected. Any missing items, damage not documented in the Room Inspection Form, or required cleaning will be assessed to you and/or deducted from the monies you have paid to VIU and any refund. After inspection, VIU will inform you of pending damages and cleaning charges. During the move-out, care must be exercised to avoid damage to doors, frames, walls, floor coverings, and any other part of the VIU Student Residence.

5 VIU Student Residence Community Standards, Policies and Applicable Laws

5.1. VIU Student Residence Community Standards Handbook. The VIU Student Residence Community Standards Handbook 2018-2019 is attached as **Schedule "C"** and forms an integral part of this Agreement. It details the rights, responsibilities and privileges of residents as well as the process that will apply to ensure that community standards are maintained. These standards are applicable in, on or about all VIU Student Residence property (which includes but is not limited to all VIU Student Residence buildings, parking lots, and surrounding grounds), within online networks, including Facebook or other social networking online media, where the content affects the VIU Student Residence community, and during all VIU Student Residence-related events even if these events take place outside VIU Student Residence property. VIU may amend the terms of the VIU Student Residence Community Standards Handbook from time to time and may post the amendments in the VIU Student Residence or on the VIU Student Residence website.

5.2 Vancouver Island University Rules and Policies. You agree to read and adhere to all VIU rules, regulations, policies, procedures, guidelines and codes of conduct including, but not limited to, those that may be issued by VIU Student Residence.

5.3 Applicable Laws. You agree to abide by all federal laws of Canada, all provincial laws of the Province of British Columbia, and local government laws while living in VIU Student Residence.

6 VIU Student Residence Facilities, Maintenance and Services

6.1 Cleanliness. You shall, at all times during the Term, keep all parts of the Room and shared bathroom clean. VIU reserves the right to inspect the Room and bathroom on a periodic basis for cleanliness. If the Room or bathroom is found in an unhygienic state, you will be given 24 hours to return it to a proper state, or it will be cleaned at the discretion of VIU with a minimum charge of \$25.00 per resident in the Room per infraction. Further requirements relating to your responsibilities for cleanliness are contained in the VIU Student Residence Community Standards Handbook attached as **Schedule "C"**.

6.2 Pest Control. You shall not allow conditions to exist that, in the opinion of VIU, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to report to VIU the presence or suspected presence of pests in the Room or common areas. As permitted under this Agreement, personnel authorized by VIU may enter your living area without notice and, if necessary, without your presence, to inspect for pests. If treatment is required, you are required to comply with the prescribed treatment methods and protocol which may include relocation, cleaning and/or removal or disposal of furnishings or personal possessions. In such event, you will not be reimbursed by VIU for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

6.3 Notice of Accidents, Damage, Malfunction. During the Term, you must give VIU prompt written notice of any accidents, damage or malfunctions of any kind to the Room or its furnishing, fixtures and equipment. All repairs to VIU property or equipment must be made by VIU and residents are not permitted to make such repairs.

6.4 Maintenance by VIU. Throughout the Term, VIU will inspect, maintain, repair and replace elements of the VIU Student Residence in order to keep the VIU Student Residence in a good condition or repair, complying with health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical bathroom fixtures and plumbing.

6.5 Room Heating. Throughout the Term, VIU will provide a heating system sufficient to provide a comfortable temperature in the Room and will operate, maintain and repair that heating system. During any period in which the heating system is not functioning to the standards set out about, VIU will use commercially reasonable efforts, after receiving notice of the deficiency, to have the system repaired and functioning as soon as may be possible in the circumstances. In no event is VIU liable to you for any consequential illness or discomfort and VIU shall not be deemed to be in default of its obligations under this Agreement, so long as it is using commercially reasonable efforts to have the system repaired.

6.6 No Non-Residence Furniture. All furnishings in the Room and common areas are supplied by VIU and remain the property of VIU. External furnishings are not permitted in the Room or in common areas. If you have extenuating circumstances that require specialized furniture, you must obtain prior written approval from VIU prior to arriving on campus. Any external furnishings, not approved by VIU, that are found in the Room or common areas will be removed and the costs associated with removing it will be assessed against you and others following the principles in **sections 7.2 and 7.4**.

6.7 No Moving of Supplied Furnishings. All furnishings and equipment supplied with the Room shall remain in the Room for the duration of the Term. All furnishings and equipment, if rearranged, must be returned to their original position found at the commencement of the Term. No common area furniture is to be moved into a Room.

6.8 No Removal or Substitution. You may not remove, alter or change the property in the Room which is provided by VIU on occupancy or at any other time during the Term. You shall use all such items only for their intended purpose.

6.9 No Renovation or Installation. Alteration or renovation of the VIU Student Residence facilities, furniture, fixtures or equipment is not permitted. You are responsible to pay the costs of repairing all damage to the Room or VIU Student Residence caused by the installation and removal of any furnishing or equipment installed by you, whether installed with or without VIU's consent. You are also liable for any damage to property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by you, whether installed with or without VIU's consent.

6.10 Prohibited Items. Only refrigeration and cooking appliances supplied with the Room or available for rental through suppliers approved by VIU are to be used. Open hot plates, deep fryers, indoor barbecues, fondues and the like are prohibited. Appliances found in Rooms or common areas that are not supplied with the Room or available through approved suppliers will be removed by VIU at your expense, without liability to VIU for spoilage or damage to the appliance or food removed.

6.11 Cooking. You must be in attendance at all times while preparing food in/or on any permitted cooking appliance.

6.12 Locks. The lock(s) provided by VIU are the only locks to be used to secure the door to the Room. Tampering with or disabling a door's locking mechanism is prohibited.

6.13 Lost Keys, Lock Outs. Keys to the Room and other areas of the VIU Student Residence are the property of VIU. It is your responsibility to keep the keys provided to you secure and keys are never be loaned to anyone. Unauthorized possession or unauthorized use of VIU Student Residence keys is prohibited and may result in eviction. If a key is lost or stolen it must be reported immediately to VIU. You will be responsible for the cost of replacing lost keys at a cost determined by VIU, to a maximum of \$100 per key. If you are locked out of the Room, you will pay VIU's then current fee for letting you into the Room.

6.14 Room Entry by VIU. VIU will require access to your Room and common living areas from time to time for the purposes of this Agreement. Where possible, VIU will provide 24 hours' notice to you. VIU is entitled, without prior notice and without you being present, to have authorized staff, security services, or emergency services enter the Room at reasonable times under the following conditions: (a) to provide repair and maintenance services as detailed in **section 6.4**; (b) to ensure your safety and security and/or when there is reasonable cause to believe an emergency situation has arisen; (c) during the Winter Break to provide routine maintenance; and (d) when there is reasonable cause to believe the terms of this Agreement or applicable laws are being violated.

7 Responsibility for Damages, Liability of Resident and Limitation of VIU Liability

7.1 General Responsibility for Damages and Costs. You agree to pay for damages, lost property or extraordinary service or administrative costs caused by the Resident or the Resident's guest(s) to the VIU Student Residence through accident, neglect or intent.

7.2 Resident Responsible for Damages to Room. You and any other resident sharing the Room are jointly and individually liable for any damage to or deficiency in the Room and the furnishings, fixtures and equipment in the Room, other than damage and deficiencies noted in the Room Inspection Form which are not repaired by VIU, damage caused by the proven negligence of VIU, and reasonable wear and tear. You are also liable for any damage to the building structure of the Room should the damage arise from your negligence or wilful act.

7.3 Resident Responsible for Damages to Structure. You are liable for any damage to the building structure, fittings finishes, furniture and equipment beyond the confines of the Room should the damage arise from your negligence or willful act.

7.4 Resident Responsible for Damages to Common Areas. You are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. You are, in common with other residents, responsible for damage to any part of the interior or exterior common areas of the VIU Student Residence caused by a person or persons unknown. All charges for damages to common areas that cannot be traced to those directly responsible will be split equally amount the occupants of the building, floor, or section of the VIU Student Residence as deemed fair and appropriate by VIU.

7.5 Indemnity of Resident. You agree at all times to indemnify and save VIU, and its board of governors, officers, employees, agents, contractors and sub-contractors (the "**Indemnitees**") harmless from and against any and all claims, expenses, losses, costs, damages, liens, charges, demands, actions, suits and proceedings of whatever nature upon or respect of in any manner arising out of the use or occupation of the VIU Student Residence by you including, without limitation, any breach or non-performance by you of any terms of this Agreement, which at any time or times hereafter shall be suffered by the Indemnitees or may be made, brought or prosecuted against the Indemnitees.

7.6 Limitation of Liability of VIU. Neither VIU nor its employees, agents, contractors, or sub-contractors shall be responsible for property belonging to you which may be lost, stolen or damaged in any way, regardless of cause, wherever this may occur on the VIU Student Residence property, including a Room and in bicycle storage areas. Neither VIU nor its employees, agents, contractors, or sub-contractors shall be responsible for any injury, damage or loss whatsoever caused to you and/or your guests while in or about the VIU Student Residence or while engaged in activities organized or sponsored by VIU. This includes, but shall not be limited to: damage caused by building systems, defects in the structure of the building, water or snow penetration, weather conditions, damage arising from any cause beyond the control of VIU and damage or injury arising from the activities of VIU employees, agents, contractors, or sub-contractors.

7.7 Insurance. VIU carries insurance for its own benefit. VIU does not provide you with general insurance or liability insurance coverage, or property insurance for your personal belongings. It is recommended that you take steps to ensure that your personal effects in the Room, bicycle storage areas and elsewhere on the VIU Student Residence property are covered by private insurance. You are urged to obtain a residential insurance policy that covers: i) loss of personal property; and (ii) liability for personal and property damage. You shall not do or permit to be done any act or things which may render void or voidable any insurance policy of VIU.

8 Activity and Photograph Informed Consent and Waiver

8.1 Activity Informed Consent and Waiver. On an on-going basis, VIU arranges and number of social, sporting and other activities for the residents of the VIU Student Residence. Activities may have inherent risks associated with participation in them. Participation is completely voluntary and you may elect not to participate in any activity. If you elect to participate in an activity notwithstanding those risks, you acknowledge and assume all risks of personal injury and all other hazards arising from or related in any way to participation in an activity, from any cause including negligence, at any time before, during or after the activity. In consideration of VIU permitting you to participate, you acknowledge that VIU and its officers, employees and agents are expressly released and forever discharged by you from all claims of any nature or kind whatsoever. If you are under 19 years of age, by signing the "Signature Page for Residents Under 19" your parent or legal guardian acknowledges that there are risks and hazards associated with your participation in such activities and hereby consents to your participation in such activities. In consideration of VIU permitting you to participate, the parent or legal guardian waives all right of claim for damages or any other claim or remedy the

parent or legal guardian may have against VIU, and releases and forever discharges VIU from any and all liability arising out of your participation in such activities.

8.2 Photograph Consent and Waiver. You grant permission to VIU to use photographs or videotapes taken of you in or about the VIU Student Residence for use in advertising, direct mail, brochures, newsletters, electronic publications and magazines relating to the VIU Student Residence. You waive any right to inspect or approve any finished photograph or videotape that may be used in conjunction with a photograph or videotape now or in the future and waives any right to royalties or other compensation arising from or related to the use of any such media. If you are under 19 years of age, the parent or legal guardian signing this Agreement consents to this waiver.

9 Role of the Emergency Contacts and Protection of Privacy

9.1 Primary and Secondary Emergency Contact(s). As part of the VIU online student residence application process, you are required to identify two emergency contacts. It is strongly recommended that these contacts be your parents or legal guardians. VIU may contact the emergency contacts at any time and for any purpose including, without limitation, to advise them of (i) any accident or injury to you, (ii) any situation where you may cause harm to yourself or to another person, (iii) if you are placed on a behavioral contract, wellness agreement or issued an eviction notice by VIU, or (iv) any default by you under this Agreement. VIU may disclose your personal information in communications with your emergency contacts and you hereby consent to this disclosure.

9.2 Freedom of Information and Protection of Privacy. Personal information about you in the possession of VIU is bound by the British Columbia *Freedom of Information and Protection of Privacy Act* and will not be released to persons outside VIU administration, including parents or guardians, family members or friends, without your written consent, unless permitted or required by law.

10 Termination and Cancellation

10.1 Events of Termination by VIU. This Agreement may be terminated by VIU if: (a) you do not pay any of the deposits or residence fees on or before the indicated deadlines; (b) you do not pay any assessments or damages assessed to you under this Agreement; (c) the offer of accommodation to you was made by VIU based on incorrect information or a mistake as to your eligibility, or you no longer meet the eligibility requirements for residency; (d) you do not move into a Room within five (5) days of the Move-In Day; (e) you decide not to accept a Room you were assigned by VIU or any alternate rooms offered to you during the Term; (f) you abandon the Room as detailed in **section 10.4** below; or (g) you breach any of the terms of this Agreement, including violations of the VIU Student Residence Community Standards Handbook or other VIU codes of conduct, or any ancillary agreements such as a roommate agreement, wellness agreement or behavioural contract.

10.2 Notice of Termination. VIU will notify you in writing by delivering a written "Notice of Termination of Residency" to you. If you are unavailable to receive service of this notice in person, then delivery of the notice to your Room shall be deemed proper service and delivery. VIU may notify your emergency contacts by phone or e-mail of the termination of your residency at the same time, if possible, as the notice is delivered to you. You will be allowed 24 hours from the date and time of the delivery of the notice to fully vacate and remove all personal belongings from the VIU Student Residence.

10.3 Termination or Cancellation by the Resident. If you wish to cancel your residence application or terminate this Agreement, you must submit a Cancellation Request. To terminate this Agreement, you are expected to demonstrate that you are no longer enrolled in classes at VIU or provide evidence of exceptional circumstances beyond your control.

10.4 Abandonment. If you vacate the Room prior to the expiry of the Term without VIU's prior agreement, the Room will be deemed abandoned by you. In that event, VIU may repossess the Room without liability to you and enter into an agreement for the occupancy of the Room with a third party.

10.5 Vacating Procedures. Upon the expiry or earlier termination of Agreement, you shall forthwith vacate the Room within the time frame given, and deliver to VIU vacant possession of the Room together with all of the furnishings, fixtures, appliances and telephones of the VIU Student Residence, which shall be in good condition, with reasonable wear and tear excepted. You will follow the move-out procedure in **section 4.3** of this Agreement and all additional directions communicated by VIU.

10.6 Failure to Vacate. If you do not vacate on the expiry or earlier termination of this Agreement, you are liable for any financial loss sustained or incurred by VIU. VIU may remove your personal property from the Room (whether or not you are present at the time), and place the property in temporary storage in a location in the VIU Student Residence of VIU's choice, at your expense, without notice and without liability to you for any damage to or loss of your personal property.

10.7 Cancellation Fees and Refund Procedures. Upon the expiry or earlier cancellation or termination of this Agreement, you may be required to pay a cancellation fee and you may be entitled to a refund of deposits and fees (other than the non-refundable application fee) paid under this Agreement. Any amount refunded is paid without interest, less any outstanding charges and administration fees due by you under this Agreement (including, without limitation, cleaning charges), less any other amounts outstanding in your VIU Student Ledger Account, and less cancellation fees calculated in accordance with the terms below. The refund will be made to your VIU Student Ledger Account and, if necessary, a cheque will be issued to the address for you on file with VIU, within eight (8) weeks of you vacating the VIU Student Residence.

If your Cancellation Request is received before you are required to pay any deposits, you will not be liable for any additional deposits or fees.

Academic Year (and Fall/Spring Semesters) Applications/Agreements – Cancellation Fees

(i) If your Cancellation Request is received, or VIU terminates this Agreement, before the later of the Move-in Day or the first day of the applicable semester, you will be charged a cancellation fee of \$500.00;

(ii) If your Cancellation Request is received, or VIU terminates this Agreement, within 30 days after the Move-in Day, you will be charged for the period starting on the Move-in Day to the day the Cancellation Request is received or this Agreement is terminated by VIU a cancellation fee equivalent to 30 days of the applicable residence fees in **Schedule "B"**; and

(iii) If your Cancellation Request is received, or VIU terminates this Agreement, more than 30 days after the Move-in Day, you will be charged for the period starting on the Move-in Day to the day the Cancellation Request is received or this Agreement is terminated by VIU plus a cancellation fee equivalent to 60 days of the applicable residence fees in **Schedule "B"**.

Summer Applications/Agreements – Cancellation Fees

(i) If your Cancellation Request is received, or VIU terminates this Agreement, before the Move-in Day, you will be charged a cancellation fee of \$500.00;

(ii) If, during the Term, you give 30 days' notice of vacating the Room in your Cancellation Request, you will not be charged a cancellation fee; and

(iii) If, during the Term, you do not give 30 days' notice in your Cancellation Request, or VIU terminates this Agreement, VIU reserves the right to charge a cancellation fee equivalent to 30 days of the residence fees.

10.8 Payment after Notice of Termination. VIU's acceptance of any payment of arrears or any other payment for the use or occupation of a Room, after delivery of a notice of termination to you, does not operate as a waiver of the notice of termination nor reinstatement of this Agreement.

**VIU STUDENT RESIDENCE AGREEMENT 2018-2019
SCHEDULE "A"**

TERM AND EXTENSIONS

Table 1: Semesters and Term

Semester	Move-In Day (9:00 am)	Move-Out Day (11:00 am)	Total Days in Term
Academic Year 2018-2019 (Fall and Spring)	September 2, 2018	May 1, 2019	227
Fall Semester 2018	September 2, 2018	December 21, 2018	111
Spring Semester 2019	January 6, 2019	May 1, 2019	116
Summer Semester 2019	May 5, 2019	August 18, 2019	106

Table 2: Winter Break Extension

Winter Break Extension	Start	End	Fee	Days in Term
Academic Year 2018-2019 Winter Break	December 21, 2018	January 6, 2019	\$200 flat fee	17

Table 3: Term Extensions

Term Extensions	Start	End	Fees
Residence Orientation Program	August 29, 2018	September 3, 2018	\$250 flat fee
Before Move-In Day or After Move-Out Day	As agreed with VIU	As agreed with VIU	\$30/day or portion

**VIU STUDENT RESIDENCE AGREEMENT 2018-2019
SCHEDULE "B"**

DEPOSITS, FEES AND PAYMENT DATES

Resident must pay the following deposits and fees to VIU, in addition to non-refundable application fees:

1. Residence fees room deposit of \$500.00 and damage deposit of \$250.00 due on the deposit deadline specified by VIU.
2. Residence fees are payable in accordance with the options below. Instalment payment options are provided for Academic Year residence fees and include a \$100 administration fee for Option 2 and a \$200 administration fee for Option 3.
3. All payments are due by 5 pm on the specified payment date or a late payment fee will be applied.

RESIDENCE FEE OPTIONS BY SEMESTER AND TYPE OF ACCOMMODATION

Academic Year 2018-2019 - Traditional Single Residence Fees:

Option 1 - \$6400.00: \$500.00 deposit due on deposit deadline, \$5,900.00 due August 1, 2018; or
Option 2 - \$6500.00: \$500.00 deposit due on deposit deadline, \$3,400.00 due August 1, 2018, and \$2,600.00 due November 14, 2018; or
Option 3 - \$6,600.00: \$500.00 deposit due on deposit deadline, \$3,900.00 due September 26, 2015, and \$2,200.00 due January 23, 2019.

Academic Year 2018 - 2019 - Modern Single Residence Fees:

Option 1 - \$7000.00: \$500.00 due on deposit deadline, \$6500.00 due August 1, 2018; or
Option 2 - \$7100.00: \$500.00 due on deposit deadline, \$3,900.00 due August 1, 2018, and \$2,700.00 due November 14, 2018; or
Option 3 - \$7200.00: \$500.00 due on deposit deadline, \$4,400.00 due September 26, 2018, and \$2,300.00 due January 23, 2019.

Academic Year 2018-2019 - Modern Double Residence Fees:

Option 1 - \$3,900.00: \$500.00 due on deposit deadline and \$3,400.00 due August 1, 2018; or
Option 2 - \$4,000.00: \$500.00 due on deposit deadline, \$2,000.00 due August 1, 2018, and \$1,500.00 due November 14, 2018; or
Option 3 - \$4,100.00: \$500.00 due on deposit deadline, \$2,500.00 due September 26, 2018, \$1,100.00 due January 23, 2019.

2018 Fall Semester Only – Residence Fees:

Traditional Single: \$3,050.00: \$500.00 due on deposit deadline and \$2,550.00 due August 1, 2018.

Modern Single: \$3,350.00: \$500.00 due on deposit deadline and \$2,850.00 due August 1, 2018.

Modern Double: \$2,350.00: \$500.00 due on deposit deadline and \$1,850.00 due August 1, 2018.

2019 Spring Semester Only - Residence Fees:

Traditional Single: \$3,050.00: \$500.00 due on deposit deadline and \$2,550.00 due December 21, 2018.

Modern Single: \$3,350.00: \$500.00 due on deposit deadline and \$2,850.00 due December 21, 2018.

Modern Double: \$2,350.00: \$500.00 due on deposit deadline and \$1,850.00 due December 21, 2018.

2019 Summer – Residence Fees:

Traditional Single: \$500.00 due on deposit deadline and \$595.00 payable 1st day of each month.

**VIU STUDENT RESIDENCE AGREEMENT 2018-2019
SCHEDULE "C"**

**VIU STUDENT RESIDENCE COMMUNITY STANDARDS HANDBOOK
2018-2019**

Attached