

## OCCUPANCY AGREEMENT AND RULES AND REGULATIONS OF NEW COLLEGE SUMMER RESIDENCES 2022

In consideration of the mutual covenants contained herein, THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (the "**University**" or "**Uoft**") and the undersigned (the "**Resident**") agree as follows:

1. The University grants to the Resident a license to use and occupy a single room or double room or Don Suite (the "**Room**") in the Residences located at 40 Willcocks Street, 45 Willcocks Street, or 21 Classic Avenue and respectively known as Wilson Hall, 45 Willcocks or Wetmore Hall (the "**Residences**" or the "**College**") for a period (the "**Occupancy Period**" or "**Reservation**") commencing on the Resident's reserved Arrival Date (not earlier than April 30, 2022) and ending on the Resident's scheduled Departure Date or Aug 25, 2022 at 11:00 a.m., whichever is the earlier date (unless terminated earlier pursuant to the provisions of this Agreement). The Resident will pay an Occupancy Fee and any associated charges (the "**Rent**") calculated at a daily rate ("**the Rate**") based on the Room type and number of nights in the occupancy period which is posted on the website or portal where the Reservation is registered and subsequently listed on the Resident Confirmation Statement and Check-In Form.
2. It is understood by the Resident that the Residence facilities of the University are intended to enhance the academic and intellectual development of its students, their personal growth and their involvement in campus life and that, accordingly, the atmosphere, environment and behaviour in the Residences shall be conducive to, and consistent with, the achievement of these purposes.
3. All Residents must follow all the recommended COVID-19 protocols and procedures from Health Canada, the University of Toronto (which may be different) and any federal and provincial government policies and guidelines relating to COVID-19 at Arrival Date and during Occupancy Period including but not limited to: frequent handwashing with soap and water or use alcohol-based hand sanitizer; coughing and sneezing into the bend of the arm; avoiding face touching; complying with all Residence signage and posted protocols regarding health and safety, physical distancing and capacity limits.
4. Masks: Of August 10, 2020 [masks](#) are required to be worn in all indoor University spaces.
5. Please carefully review the [University of Toronto's Vaccination Guideline](#) (Guideline). Under the Guideline, **Residents are required to be fully vaccinated against COVID-19 in order to live in a University of Toronto residence** and participate in any in-person activities on University premises, which may include off-campus activities carried out under the auspices of the University, such as a student placement. Under the Guideline, Residents are also required to provide the University with proof of being fully vaccinated with the primary series\*.
6. \* "Fully vaccinated" means 14 days after the last COVID-19 dose. The primary series in Canada is one dose of Janssen, 2 doses of [a Health Canada approved vaccine](#) (Pfizer, Moderna, AstraZeneca), 2 doses of [a non-Health Canada approved vaccine](#) (such as Sinopharm and Sinovac) plus one dose of a mRNA vaccine (Pfizer or Moderna), or three doses of a non-Health Canada vaccine.

The University will continue to monitor Ministry of Health and Public Health Agency of Canada guidance on additional doses. Given the changing nature of the pandemic, if the applicable public health authorities announce a different meaning of “fully vaccinated”, that definition will take precedence.

7. In rare situations where Residents cannot be vaccinated, they may seek a University approved [vaccination exemption](#). Exemption requests will be carefully reviewed by the University regarding vaccinations. Please note that approval is not guaranteed. **Medical reasons:** The Ontario Ministry of Health recently indicated only two reasons for a medical exemption i) Severe allergic reaction or anaphylaxis to a previous dose of a COVID-19 vaccine or any of the components. In this case, see an allergist or immunologist before submitting your form. ii) Myocarditis or pericarditis after the first dose. If you have experienced one of the above, submit a form signed by a licensed medical practitioner (Nurse/Nurse Practitioner, Physician/Surgeon who has your complete health history and can easily confirm that you are unable to be vaccinated due to a medical condition). If you are unable to see your usual medical provider, you will need to provide consent for university health providers to verify medical information. **Exemption for creed/religious reasons:** You will be required to submit a form signed by you (or your parent or legal guardian, if you are under the age of 18) and sworn by a Commissioner of Oaths or Notary. Please note that a singular belief or personal preference against vaccination is not protected on the ground of creed under the Ontario Human Rights Code. Requests will be passed to appropriate University administration and you will receive notification of the result of the review by email.
8. Individuals with approved vaccination exemptions by the University will be required to enroll in the University of Toronto Rapid Screening program and upload test results to [UCheck](#). They may also be subject to additional public health measures.
9. As updated health guidelines evolve during Occupancy Period, all Residents, Guests/Visitors may be subject to additional health screenings and additional requirements for confirmation of full vaccination at the College. You may be asked at any time by a member of the University administration to show your completed [UCheck](#) results or the [UCheck](#) paper-based form log, [proof of full vaccination](#) (with identification) and completion of your self-assessments over the length of stay and/or while on the University premises.
10. Presenting false information, documents or statements, such as vaccination credentials, may lead, at the University’s sole discretion, termination of this Agreement and prohibition from attending University premises. This is a serious offence and may result in fines and/or criminal charges.
11. Residents must complete a daily health screening via [UCheck](#) and to adhere to any isolation requirements in the event they do not pass the health screening questions. Unless authorized by the University, Residents are not permitted to complete a required quarantine in the Residence. To promote safety and wellness in Residence, the Resident will notify the University administration if required to quarantine or tests positive for COVID-19 and follow recommended protocols which may include Checking-Out of the Residence immediately and completing a quarantine at another property. Any expenses incurred as a result of isolation/quarantine will be at the expense of the Resident.

12. The Resident will not book the Room for the purpose of quarantining or isolating individuals who have tested positive for COVID-19 (including “presumptive positive” cases).
13. Acceptance of Risk; Release. The Resident is fully aware that there are a number of risks associated with the Resident occupying a Room at the Residence during the COVID-19 pandemic, including without limitation, (a) the Resident and/or Roommate could contract COVID-19 which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) the Resident and/or the Roommate will be subject to normal risks associated with staying in the Residence, noting that the Residence hosts a range of guest populations, including students. The Resident and/or Roommate freely, assume all such risks, both known and unknown, relating to the Resident and the Roommate attending the Residence and occupancy of the Room, and the Resident and/or the Roommate, hereby forever releases, waives, relinquishes, and discharges the Residence from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “Damages”) as a result of the Resident and/or Roommate being a guest at the Residence and occupying the Room, including but not limited to those related to the above including but not limited to claims based on the alleged negligence of the Residence or any other person.
14. Failure to follow Check-In procedures, making required payments and taking possession of the Room on the reserved Arrival Date, unless written notice of intent to take possession of the Room is received and all fees and charges are paid in advance, will be considered as Termination of the Reservation and this Agreement by the Resident. The Room will be released to another potential Resident without notice to the Resident.
15. The Resident must be 18 years of age or older unless Agreement is also signed by Parent/Guardian 18 years of age or older. Any guests under 18 must be accompanied by an adult chaperone.
16. The Resident understands that the College is a university dormitory-style residence with shared communal washrooms and a shared common room.
17. All washrooms on each floor in all Residences will be single-gendered. Gender-neutral washrooms will be located in our Wetmore Hall Residence. Washrooms have private and locking shower stalls and toilet stalls.
18. Linen and a small towel will be provided in the Room upon arrival (except of current New College students) and there will be no daily maid service.
19. All Residents must **Check-In at our Wilson Hall Front Desk located at 40 Willcocks Street**. This Front Desk is the central desk for all the Residences and is open everyday for 23 hours - closed everyday from 3:00 a.m. to 4:00 a.m. (for a break) and for emergencies. When Checking-In, Resident will need to upload [proof of full vaccination](#) and complete a health screening showing a “green” result using [UCheck](#) or the [UCheck](#) paper-based form. Resident may need to provide an official government issued enhanced vaccine certificate (with a QR code) with identification and/or other required proof of full vaccination and/or documentation of recent travel history (such as showing passport immigration stamps) and/or complete further health declarations if requested. The names of all persons staying in a Room must be registered at the time of Check-In.

20. **Check-in time is anytime after 3:00 p.m.** on the Resident's reserved arrival date. **Check-out time for all Residents is anytime before 11:00 a.m.** on the Resident's scheduled departure date.
21. Photo identification will be required when checking into the Residences which must match the Registered Resident Name on the Residence database. Photo identification must be shown upon request of any properly identified University personnel, which include, but are not limited to Summer Residence staff, Front Desk staff, Dons or Residence staff, Campus Police our university hired Security Guards.
22. **All Reservations require a non-refundable deposit of one night by credit card to reserve a Room. Prepaid credit cards are not accepted.** This credit card will also be used as a security deposit and will only be charged if keys are not returned and/or if there are any outstanding fees due on departure (i.e. damage or missing items). Payment cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, Reservations can be cancelled and can lead to termination of the Resident's residency and this this license.
23. The only accepted form of payments will be by credit card (VISA, MasterCard, Visa Debit, MasterCard Debit, American Express) through the summer portal OR certified cheque/bank draft/money order payable to "University of Toronto" **for the entire Balance** to the Front Desk. No personal cheques.
24. For daily, weekly or sessional rate Reservations, **the entire balance is due on arrival.**
25. For monthly rate Reservations: If the Resident has reserved a Room for longer than one month (on the monthly rate), the rent payment to the end of the month is due on arrival. Subsequent Rent payments are due on the 1<sup>st</sup> of each month by 5:00 p.m. EST. To see what is due on your arrival date for monthly rate stays (for single and double rooms), see this [Monthly.pdf file](#) and first go to your Category coloured column (i.e. **Current New College Resident** (green) OR **Student** (blue) OR **Non-student** (orange)) and then go down to your Check-In Date and beside it you will find what is due on your Check-In Date. On this sheet, further down, you can also see what you will then need to pay on June 1<sup>st</sup> (again go to your category coloured column and June 1) OR just pay your Account Balance if it less and repeat this each month until your Account Balance is zero (paid in full).
26. Late payment charges of \$20/day up to 2 days will be applied to overdue accounts.
27. Failure to pay Rent and any charges in full by 8:00 a.m. EST on the 3<sup>rd</sup> day of the month will result in the termination of the Resident's residency and this license and the Resident will be notified to vacate the Room immediately. If the keys to the Room are not returned to the Summer Residence Office upon vacating the Room, an immediate lock change will occur at the Resident's expense. Any outstanding charges on the Resident account such as rent, damages and the cost of the lock change will be sent to a collection agency if it is not settled before departure from the College.
28. The Resident may have their residency and Agreement terminated for repeatedly being late paying rent and any charges.
29. **Early departure or cancellation notice (after checking in):** Seven (7) nights advanced notice in writing is required to the Summer Residence Office (email: [summer.newcollege@utoronto.ca](mailto:summer.newcollege@utoronto.ca)) if the Resident wishes to move out before

their scheduled departure date. The rate will be then be re-calculated. If the total number of nights after re-calculation with the new departure date is less than 29 nights, the rate will be re-calculated using the weekly daily rate. If the total number of nights after re-calculation with the new departure date is 29 nights or greater, the occupancy rate will be re-calculated using the monthly daily rate. Once paid, there will be no refunds on stays of 7 nights or less. Refunds may be issued by cheque and may take up to four weeks to be processed.

30. Failure to check-out on the Resident's scheduled departure date or checking-out after 11:00 a.m. without written approval by the Summer Residence Office may result in one or more of the following: i) extra charges or ii) a member of the Summer Residence staff entering the Resident room and removing all contents/personal belongings which do not belong there to get the room ready for the subsequent Resident iii) immediate termination of this Agreement and immediate termination of the Resident's residency. The College will not be responsible for any contents/personal belongings that may be lost, damaged or stolen.
31. The Resident will receive **one key-fob** for the Room and admission to the Residences and one mailbox key (herein referred to as "**the keys**"). If the keys are lost (or not returned on or before the reserved departure date), the Resident will be charged for key replacement fees and/or a lock change. The University will charge the following **key replacement fees**:
  - **set of one key-fob and one mailbox key during work hours is \$35** (\$200 per set if after work hours and holidays)  
Note: in the rare case that the Resident is issued the metal key for the Room and this key becomes lost, the Resident will be charged \$200 (\$500 if after work hours and holidays)These charges and any lock change fees that may be assessed by the University must be paid in full before a new set of keys will be issued. Failure to do so may result in the Resident being evicted from the Residence. The Resident will not lend, nor duplicate, nor permit duplication of, nor be in possession of a duplicate of, any of the keys.
32. **Quiet hours are from 10:00 p.m. to 8:00 a.m. everyday.** Residents are expected to keep noise to a minimum. The use of "subwoofers" and powerful speakers/amplification is not acceptable. Security Guards will patrol the Residence halls during this time. Excessive noise levels will not be tolerated.
33. The laundry rooms on each Residence floor will be closed or unavailable from 11:00 p.m. to 8:00 a.m. daily.
34. **New College promotes a drug-free, smoke-free and harassment-free environment.** A Resident has a responsibility to respect the rights and privacy of fellow residents.
35. University hired Security Guards will patrol the Residences after hours. Any Resident who is issued a warning by any University Staff or university hired Security Guard will be served a written warning the next day. If the Resident receives a second official warning, they will be evicted from the Residence. This policy will be enforced at the sole discretion of the College.
36. If the Resident's actions or behaviours are deemed by the College to be detrimental to the general well-being or comfort of other residents staying at the Residences or any infraction of any of the Rules and Regulations in this

Agreement, then the College reserves the right to immediately evict the Resident prior to any official warnings. This decision will be final and made at the sole discretion of the College.

37. **No overnight visitors/guests past 10:00 p.m. are allowed.** The College offers daily accommodation stays for visitors/guests.
38. For safety reasons, and subject to change in keeping with public health directives, day visitors/guests are limited to the number of beds in the Room and will need to be registered (signed in and out) with the Front Desk. Resident and/or Roommate is responsible for all their registered guests/visitors and ensure they follow the Rules and Regulations and all healthy and safety protocols and screening including but not limited to using [Ucheck](#) or the [Ucheck](#) paper based form for Visitors before and on the premises.
39. In the case of a double room, if a roommate leaves early, the continuing Resident must pay the entire cost of the double room, and pending availability, may be relocated to a single room and will be charged at a single room rate for the remainder of the stay.
40. The College reserves the right to re-locate a Resident from an assigned room given reasonable notice.
41. The Resident may not change rooms without the written approval of the Summer Residence Office.
42. The Resident will not assign this license agreement or sub-license (i.e. Airbnb) the Room or any part thereof to any other person or otherwise part with the possession or occupation of the Room, nor permit someone to stay free of charge in the Room.
43. The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on the Residence property save where the same is caused by the wilful or negligent act or omission of the University or those for whom the University is legally (or under 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. The University's insurance policies do not cover a Resident's private possessions.
44. The Resident is responsible for following any posted physical distancing and capacity limits and keeping all common areas (i.e. hallways, washrooms, laundry rooms and common rooms) clean after use. Please use only the common room on your assigned floor. Do not leave any kitchen utensils (such as pans, pots, silverware, glasses, etc.) in the common room. Please ensure that foodstuff is properly labelled (with your name, room number and date) and thrown out if expired prior to departure. The College is not responsible for lost or stolen food or kitchen utensils that are removed or thrown away from the common areas.
45. Refrigerators in the common rooms will no longer be in use. If you are staying long-term, a fridge can be rented at a great rate through our Campus Fridge Rental Company by emailing [rlpsales@rogers.com](mailto:rlpsales@rogers.com) (email only) with your current room number, your arrival and departure date and your cell phone number.
46. Cooking is permitted in the common rooms only. NEVER leave the stove unattended in the common room.

47. For safety reasons (unless occupying a Don Suite), the use of electrical appliances, including but not limited to -kettles, open elements (i.e. hot plates), frying pans, woks, coffee makers, blenders, rice cookers, popcorn makers, toasters, microwaves and ovens in the Residence rooms is forbidden.
48. Open flames are not permitted in the Residence, including but not limited to the use of candles, birthday cake candles, sparklers and incense.
49. Due to health, safety and fire hazards, self heating instant hot pots or products using similar technology is prohibited in the Residence.
50. Use of a heating or cooling equipment device or other devices that might overload the electrical circuits (anything exceeding 12 amps) is prohibited. Also, plugging in too many devices in your Room will cause tripping of the electrical breaker. Repeated offences will result in the Resident agreeing to the University's assessment of cost for bring in an electrician
51. The College reserves the right to close common areas such as washroom areas, laundry rooms or common rooms at any time for as long a period as it sees fit if found in a state of disrepair, unsatisfactory, with repeated noise violation issues or is deemed to have health and safety concerns.
52. The University will supply the Resident with the following furnishings in the Room until the departure date: Bed frame, Waste-paper basket, Mattress, mattress cover, Curtains or Blinds, Pillow, Pillow Case, Linen and Towel, Bedspread, Desk, Desk Drawers and Desk Chair Closet/Wardrobe, Bulletin board, Mirror, Dresser, Smoke Detector and Battery. Additional to Don Suites: couch/love seat, lamp, fridge, microwave, stove burners. The Resident is responsible to ensure that the above furnishings are intact and to report any missing or damaged furnishings to the Wilson Hall Front Desk immediately on arrival and then prior to departure.
53. The Resident will not bring in their own mattress or cot and will not store, replace or remove any of the furnishings supplied in the Room. The Resident will not keep or use a waterbed in the Room.
54. The Resident may not move furniture from his/her room or from any part of the Residences without the permission of the Summer Residence Office.
55. The Resident will not make alterations to the structure of the Room or affix anything to the walls or ceiling of the Room or the Residence. The Resident will not paint, decorate or deface the Room or any room door, wall, window, ceiling or surface of the Residence or permit their roommate, guests or invitees to do so.
56. The Resident will not under any circumstances tamper with or change the lock, or add a lock, locks or other security devices to any door of the Residences.
57. The Resident will comply with the **New College Network Usage Agreement (Schedule "A")**.
58. The Resident will comply with the **University of Toronto Code of Conduct:** (<https://governingcouncil.utoronto.ca/secretariat/policies/code-student-conduct-december-13-2019>).
59. The Resident is responsible for keeping their bedding and linen clean during their Occupancy Period.
60. The Resident is responsible for keeping and leaving the Room in a clean, hygienic and undamaged condition (fit for habitation) and will not allow any refuse, garbage or other questionable objectionable material to accumulate in the Room or in or around the College before departing from the Residence. The Resident agrees to the College's assessment of cost for cleaning, restorations or

- repairs. The Resident will be invoiced for this assessment. If the Resident fails to pay this cost, these charges will be sent to a collection agency.
61. Any damage to or removal of furnishings in the Room or Residence will be charged to the Resident (and to the Roommate in the case of a double room). The Resident agrees to the College's assessment of damages or missing items. The Resident will be provided with an invoice which is to be settled upon receipt.
  62. The Resident agrees to pay for the repair of any damage to the Residence caused by him/her or their guests.
  63. In the case of a double room, the Resident will be held liable for their Roommate and to ensure that he/she follow the Rules and Regulations of the New College Summer Residences including timely payment of rent and other charges.
  64. For safety reasons, miscellaneous clutter such as clothing, shoes, and belongings are not allowed in the hallways.
  65. Floor Security doors are locked 24 hours a day. It is the Resident's responsibility to ensure that these devices are used as intended, or their effectiveness, and hence the house/floor security, is compromised. Persons found tampering or misusing floor locking devices may be evicted from the Residence.
  66. Properly identified University staff, which include, but are not limited to Summer Residence Office and front desk staff, Dons, and facilities staff may enter a Residence room at reasonable hours (on reasonable notice—except in the event of an emergency or perceived emergency or a disturbance or breach or suspected breach of the Rules and Regulations) to effect necessary repairs, changes or improvements to the Room and its furnishings as the University may deem necessary or desirable, check radiators, check smoke detectors, inspect for cleanliness, examine the state of the Room, including the state of sanitation, safety and repair thereof, or investigate issues that effect the safety and reasonable enjoyment of the community.
  67. The use of rollerblades, skates, scooters and skateboards is prohibited in the Residence or any University building. The playing of ball, frisbee and other missile games is not permitted in the Residence nor in the interior quadrangle (Quad) of the College.
  68. For safety reasons, screens are to remain on the windows.
  69. Anyone who lights a fire or fire cracker, or tampers with fire equipment (including smoke detectors) within the University and its grounds will be liable to a fine and/or the cost of repairing or resetting the equipment and/or legal action. Tampering with fire equipment is an offence under the Criminal Code.
  70. Any devices that are not Ontario Electrical Safety Code approved are not allowed in the Residence.
  71. **The Residences are 100% non-smoking.** Smoking, and any evidence of smoking, including of odor is not permitted anywhere in the Residences, including anywhere on the University of Toronto campus. This includes smoking and vaping of cannabis products and growing cannabis plants. Sales, advertising, branding and sponsorship of cannabis products is not permitted.
  72. **Alcohol is prohibited in any public area of the Residences,** including the hallways, stairwells, washrooms, common rooms, gardens and the interior quadrangle (Quad).



73. Acts of public drunkenness by the Resident or their guests is punishable by immediate eviction from the College. The Resident will be required to vacate their Room immediately and will forfeit any payments on their Accounts.
74. Pets are not allowed in the Residences at any time including any animal, fish, reptile, insect or bird.
75. Possession of any firearm, ammunition, air gun/rifle, firework, prohibited or offensive weapon, slingshot, explosives, illicit narcotics/drugs/drug paraphernalia/smoking pipes/open flame elements and/or conduct that can lead to property damage or injury to others, including but not limited to: throwing articles from Residence windows, roofs, patio or the gardens, will constitute grounds for eviction from the Residences.
76. All Residents must abide by the Residence Dining Hall Rules which are posted at the entrance of the Dining Hall. All residents must follow strict health and safety guidelines for picking up boxed or prepared meals.
77. The Resident will not behave in a manner that will unreasonably disturb, annoy or interfere with, the use or enjoyment of the Residences by other residents, or permit anything to be done or kept in the Residences which will obstruct or interfere with the enjoyment or rights of the other residents.
78. In the case that the College has removed contents /personal belongings in a Resident's Room or anywhere in the College due to an emergency or a Resident not checking out on their scheduled departure date without informing the Summer Residence Office, the College will not be responsible for damaged, lost or stolen items. Residents leaving contents/personal belongings behind anywhere in the College will be disposed of after one week of the Resident's scheduled departure date.
79. To the extent that the College is unable to fulfill, or is delayed or restricted in fulfilling, its obligations by any cause beyond its control, the College and the University shall notify the Resident and be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the College and the University shall not be responsible for failing to meet its obligations due to acts of God, epidemics, war, threat of war, any health emergencies, government retaliation against foreign enemies, government regulation or advisory, disasters, fires, floods, earthquakes, accidents or other casualty, severe weather conditions, pandemics, intervention by civilian or military authorities, governmental legislation, civil disorder, terrorist acts and/or acts of terrorism, acts of foreign enemies, other unforeseen developments, curtailment of transportation services or facilities preventing Residents from arriving at the Residence or a similar intervening cause beyond the College and the University's control making it illegal, impossible or commercially impracticable to provide the services at the Residence.
80. The College and the University reserves the right to require the Resident to immediately vacate the Residence if a situation occurs in which safety measures are compromised. Refunds are at the discretion of the College.
81. The College will try to accommodate specific requests such as room types, rooms and residence buildings however they are not guaranteed and under some circumstances you may be changed to a different floor or residence building. However, all the Residences are beside each other within walking distance. The Room and room type shall be assigned by the Summer Residence Office.

82. Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. If a pest outbreak is suspected, Residents are required to immediately contact the front desk so an inspection can be arranged. If the presence of pests is confirmed, residents will be required to actively participate in the treatment by following the directives of the University and/or professional pest control workers. To reduce the likelihood of spreading pests to unaffected areas, residents will not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.
83. There are circumstances in which an assigned room must be vacated in order to deal with emergencies and serious facility issues. The College reserves the right to re-locate the Resident from an assigned room to a temporary room. The Resident acknowledges that they will be required to move back to the original room at the discretion of the College once the room issue has been resolved. If the original room is unavailable, the College will issue a new room for the Resident. In the event the Resident fails to move their belongings within 24 hours of notice, the College reserves the right to move all Resident belongings at the expense of the Resident. The College shall not be liable to the Resident for any damage to or loss or theft of personal property as a result of the move.
84. The Resident acknowledges that the Residences are located within a major urban centre and, as a result, there may be noise, construction, local events, and other disturbances over which the University has no control that may impact the occupants of the building. During the summer, maintenance and renovation of the Residence occurs and may necessitate limited access to the Room or common areas. No refund or reduction of fees will be issued to those who are inconvenienced by such disturbances.
85. The Resident acknowledges that, during any prior stay at any residence at the University of Toronto, the Resident's Occupancy Agreement (or any contract that the place of accommodation uses as an agreement between them and the Resident, for the space provided to the Resident) was not terminated for any violation of its provisions.
86. The Resident acknowledges that the Residence reserves the right to amend this Agreement and make any additional rules and regulations or policies as the need arises. The Resident agrees that emailing the revised amendments to the Resident, shall be deemed sufficient notice thereof to the Resident. Furthermore, the Resident acknowledges that it is the Resident's responsibility to read and be familiar with this Agreement.
87. As the living accommodation is provided by the University of Toronto to its students or staff where all major questions related to the living accommodation are decided after consultation with a council and the living accommodation does not have its own self-contained bathroom and kitchen facilities and is not intended for year-round occupancy, the Residences are exempt from the Residential Tenancies Act, 2006 (RTA) based on S. 5 (g) of the RTA.
88. Emergencies and other Unavoidable Events:
  - a. An "Emergency" means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole discretion, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed

relevant by the University (“Directives”), that a Resident, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residences, disease, virus or other biological or physical agents that may be detrimental to human health, while in the Residences.

b. If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:

i. during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a Resident, visitors or invitees for a reasonable period of time during such event;

ii. notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate Residences, and the University shall have no liability to a Resident as a result of such termination;

iii. the University shall be entitled during an Emergency to close all or any part of the Residences if it determines that it is not safe to continue to operate the Residences or certain parts thereof, in which case a Resident shall vacate the Room they occupy in accordance with the reasonable requirements of the University;

iv. the University shall be entitled, during such time as there is an Emergency to require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and

v. during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the Residences for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residences.

c. Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine what, if any fees shall be refunded to the Resident, having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.

89. Availability, Errors and Inaccuracies: We are constantly updating our portal used to make Reservations. The information available on portal may be mispriced, described inaccurately, or unavailable and we may experience delays

in updating information and other information on other websites. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. The College reserves the right to revise its rates at any time prior to accepting a Reservation.

90. Reservation Cancellation by the College: We reserve the right to refuse or cancel your Reservation at any time for certain reasons including but not limited to: availability, errors in the description or rates, errors in the reservations. We reserve the right to refuse or cancel the Reservation if fraud or an unauthorized or illegal transaction is suspected.
91. Links to Other Websites: Our College may be listed on third-party web sites or sites that are not owned or controlled by the University or College. The College has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the College shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.
92. The Director or his designate has the right to terminate this Agreement and the immediate termination of the Resident's residency (any refunds are at the sole discretion of the College) whose conduct could lead to the injury of others, who engages in threatening or aggressive behaviour towards University staff or Residents, who commits or permits an illegal act to be committed in the Residences, who appears to have breached the Criminal Code of Canada, who has violated any law, rule, order or regulation of any Federal, Provincial or Municipal Government, who fails to understand and comply with the University of Toronto Code of Conduct, or who breaches or fails to observe the Rules and Regulations of the New College Summer Residences.
93. The possible consequences for non-compliance with the University of Toronto's Vaccination Guideline may include, at the University's sole discretion termination of this Agreement, prohibition from attending University premises, and, if applicable, ineligibility to enroll in courses, and de-enrollment from courses.
94. Once asked to vacate the Residences, the Resident will no longer be permitted to enter the Residences without the approval of the Director or his designate. The Resident may also be prohibited from accessing, attending and returning to University premises.

## New College Network Usage Agreement (Schedule “A”)

1. The Resident has read and agreed to be bound by the University of Toronto’s policy on the Appropriate Use of Information and Communication Technology and the ITS Computing and Networking Services’ Regulations Governing Access to the Internet from U of T Residences. Copies of these policies are available at [https://its.utoronto.ca/its-units/pgasp/policies\\_guidelines/](https://its.utoronto.ca/its-units/pgasp/policies_guidelines/) and <http://cns.utoronto.ca/new/res-bw-policy.htm>.
2. The Residence cannot guarantee that all systems will be able to access the Network. The Resident understands that it is his/her full responsibility to obtain the appropriate hardware and software to access and use the Network.
3. The Resident understands that he/she is responsible for the use by anyone of any device connected to the network port in his/her designated room.
4. The Residence or University may limit usage and/or access to the Network as a result of any breach of policy or for the purpose of maintaining network security and access to all residents.
5. The Resident recognizes that any abuse of his/her network privileges may result in the suspension of his/her usage and/or access to the Network, and possibly further disciplinary action which may include academic suspension.

### **In regards to access:**

6. The Resident will register for access of all personal devices on the wired and wireless their own student UTORid via the online web portal presented at first logon.
7. The New College IT Support Office will only provide support to personal computing devices running operating system versions of Microsoft Windows, Apple OSX, Google ChromeOS on the wired Network. The New College IT Support Office does not provide support for any type media devices or gaming systems on the wired Network.
8. The New College IT Support Office will provide basic connectivity support to for all devices on the wireless network provided that it can connect to wireless with authentication support via 802.11x with the resident’s UTORid only.
9. The Resident will not damage or alter the network jack located in his/her designated room or other common areas of the Residence. The Resident agrees to pay for any damages to the network jack located in his/her designated room during the period of occupancy.
10. The Resident will not adjust the antennas or wireless access points located in or outside their residence floors or rooms. Such actions will be considered as an academic and residence life offense.
11. The Resident will not connect more than one computer device to a Network jack without prior consent from a College IT Support Specialist. Unauthorized connected switching devices will be confiscated without warning or return by the College IT Support group.
12. The Resident accepts full responsibility for protecting his/her equipment and data, and understands that neither the Residence nor the University is responsible for any loss or damages that may occur.
13. The Resident will not manually assign an IP address to any computer on the New College wired or wireless Network without prior consent from College IT Support Group and the Office of Residence and Student Life.
14. The Resident is recommended to install any popular free or paid Anti-virus software on their device as a means of data protection.
15. The Residence and University reserve the right to perform security audits and conduct remote scans of all devices connected to the wired and wireless Network.

### **In regards to usage:**

16. Downloading and distributing copyrighted material is illegal and subject to the most updated Canadian Copyrighted laws and the University Student Code of Conduct. New College and the University are required to co-operate with law enforcement investigation and internal University investigations including providing network access records.
17. The Resident understands that inappropriate use includes, but is not limited to:
  - a. the illegal downloading and/or distribution of copyrighted materials; This includes but is not limited to videos, literature, publications, and software;
  - b. distribution or publication of offensive or objectionable materials. This includes but is not limited to hate literature, child pornography and/or any threats;
  - c. unauthorized or attempted unauthorized access to other systems and services within the Residence, within the University of Toronto, or across the internet;
  - d. excessive use of Network resources or providing access to Network resources to unauthorized users

- (e.g. setting up your own personal wired and wireless routers);
- e. promoting, conducting, or maintaining commercial activities.;
- f. harassment, intimidation, threats or otherwise inappropriate or disruptive behaviour towards other people or groups.

18. The Resident will NOT run any of the following server services without prior consent from a New College IT Specialist: DHCP/BOOTP, SMTP, POP, IMAP, WWW, NEWS, TELNET, FTP, SCP, SFTP, SSH and/or Remote Access Servers.

The above Occupancy Agreement and Rules and Regulations of the New College Summer Residences 2022 will be enforced to their entirety. The University of Toronto and their designates have the right to remove persons and their property from the premises, levy fines and take legal action.

**By paying a deposit, I hereby acknowledge that I have read, understood and agree to abide by the Occupancy Agreement and Rules and Regulations of the New College Summer Residences 2022 including the University of Toronto’s Vaccination Guideline which may be amended to align with evolving public health guidance. I also understand the subsequent action that may be taken against me should I choose not to observe the above Occupancy Agreement and Rules and Regulations of the New College Summer Residences.**

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**Resident Name**

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**Resident Signature**

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**Parent/Guardian Name**

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**Parent/Guardian Signature**

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**Date**