

Residence Occupancy Agreement

This Agreement is made between College of the North Atlantic, Stephenville, NL Canada (herein after known as the College), and _____ (student name), herein after known as the resident, on _____ . (date)

N.B. Accommodations provided by an educational institution for their students does not fall under the Residential Tenancies Act. Terms and conditions of College of the North Atlantic Residences are as follows:

SECTION 1 – TERMS AND CONDITIONS

1. The Resident must remain registered as a full time student at College of the North Atlantic, Marine Institute, Memorial University, or the Center for Nursing Studies for the duration of this Agreement.
2. The Residence agrees to provide the Resident accommodations in College of the North Atlantic Residence (Stephenville, Burin, and Happy Valley Goose Bay) for the 2019-2020 Academic Year, or part of the year as needed. (I.E. Block Students) (September 2019 – August 2020).
3. The Resident agrees to pay the College the full cost of the accommodations as indicated below under Accommodations Fees.
4. The Resident acknowledges that the total cost of the accommodations covers from check in until the last day of the resident's classes/exams each semester. Additional accommodation days required for Residents to complete exams will be provided at no additional charge during the final exam period for College of the North Atlantic.
5. The Resident acknowledges that the final total cost of the accommodations is subject to change as a result of any changes in accommodations or check-in or check-out dates.
6. The Resident acknowledges that they are required to remove all belongings if they are not returning to their assigned accommodations.
7. The Resident acknowledges they must vacate residence within 24 hours of the completion of their last day of classes, if they have no final exams. 48 hours if travel arrangements dictate.
8. The resident acknowledges that if a student is 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 in writing to Residence Management. These students must vacate the accommodations within twenty four (24) hours of the completion of the academic reason, and will be subject to additional charge if their end date falls outside the College of the North Atlantic's final exam period.
9. The Resident acknowledges that if the Residence Management grants permission for the Resident to stay outside regular accommodations dates, a charge of \$15/night will be placed on the Resident's account.
10. Students that are enrolled in full time DL courses are not eligible to stay in Residence.
11. The minimum age for overnight guests of our residence students is 18 years of age unless permission is granted by College of the North Atlantic. No one under the age of 16 is permitted in the Residence of College of the North Atlantic.
12. The College offers our students roommate preferences that are gender neutral.
13. Consideration for occupancy by students local to the area will be given on a case by case basis. Local students will be required to purchase mandatory meal plans and abide by all rules and

regulations within this agreement. In order to ensure that all out of town students have a room in residence, local students will receive confirmation of a room in the last two weeks before the semester begins.

14. College of the North Atlantic reserves the right to refuse admission to our Residences.
15. **If a student is removed from Residence, due to a potential breach of the Threats and Acts of Violence Policy (SS-215), the College of the North Atlantic is not responsible for providing accommodations during the eviction period. Any costs associated with this type of potential infraction will be the responsibility of the student.**

Residence and Meal Plan Fees for Student Residences Operations 2019-2020

SECTION 1 - FEES

Residence Application Fee - \$25.00

Residence Confirmation Fee - \$50.00

Residence Room Only

Daily Room charges (single) - \$15.00

Daily Room charges (double) - \$10.00

Weekly Room Charges (single) - \$60.00

Weekly Room Charges (double) - \$40.00

Room and Meal Plan (Weekly)

Bay St. George Campus:

Single Room 10 Meals - \$156.00

Single Room 14 Meals - \$195.00

Single Room 19 Meals - \$243.00

Double Room 10 meals - \$136.00

Double Room 14 meals - \$175.00

Double Room 19 meals - \$223.00

Burin Campus:

Single Room with 5 meals - \$108.00

Double Room with 5 meals - \$88.00

Happy Valley Goose Bay Campus:

Single Room with 14 meals - \$195.00

Double Room with 14 meals - \$175.00

Family Residence (Apartments) Happy Valley Goose Bay Campus

2 bedroom/monthly/no meals - \$365.00

SECTION 2 – FOOD SERVICE AND MEAL PLAN

1. The Residence agrees to provide the Resident with a Meal Plan, for use in the dining hall of their respective residence.
2. The Resident agrees to provide a meal card for each meal. (No service without meal plan card.)
3. The meal plan is valid from the first scheduled meal (supper) on the day on the day following the first day of check in for Student Residence until the last day of exams. (lunch)
4. Meal plan offerings may change during intersession semesters.
5. The Resident may upgrade their meal plan (i.e. from 10 to 14) at any time during the semester.
6. The Resident may not downgrade their meal plan (i.e. from 14 to 10) after they have checked into residence.
7. The Resident acknowledges that meals that are not eaten during a week are considered perished and shall not be refunded.
8. The Resident shall not give his meal plan or ticket to another student.
9. Meal Plans are mandatory for students in residence.
10. The Resident agrees to inform the food service staff of any dietary restrictions or food allergies.

SECTION 3 – ASSIGNED ACCOMMODATIONS

1. The Resident acknowledges that the assigned accommodations are for their own personal use and agrees not to sublet the accommodation.
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 accommodation as a way to advertise a business.
3. The Resident agrees that the Residence Management may change the assigned accommodations, including room, floor, or apartment (HVGB)
4. The Resident agrees not to change assigned accommodations unless authorized by the Residence Management.
5. The College agrees to consider the Resident's request for a change of assigned accommodation but does not guarantee any requested changes.
6. The College agrees to provide the Resident, once checked in, with at least 24 hours notification (with the exception of emergencies) prior to any change in assigned accommodations.
7. The Resident agrees that the College may provide the Resident with temporary and alternative accommodations, including accommodations off campus under the discretion of College of the North Atlantic Administration or delegate.
8. The Resident agrees to keep their accommodation clean and hygienic. Access to doorway and window must be clear at all times.

SECTION 4 – CHECKING IN/OUT OF THE ACCOMMODATIONS

1. The Resident acknowledges that the regular operations of Student Residences correspond to the College's Academic Semesters.
2. The Resident acknowledges that the regular operations of Student Residences cease between academic semesters and some regularly provided services (i.e. resident life staff, food services, etc.) will not be available before, after, in between semesters or during intersession.

3. The Resident may check in to their assigned accommodations on their designated Check In day, as indicated below. There will be no early check-ins.
4. Residents returning for a subsequent year must reapply to residence
5. The resident must take all belongings at the end of the semester if the Resident is not returning.
Belongings left after a Resident has checked out are considered abandoned and will be disposed of.
6. The Resident agrees to leave all accommodations clean and in order and in the same condition as when they moved in. Inspections at check- out may result in and extra charge for the cost of cleanup or repair.

Student Residence Regular Operations 2019-2020		
	Check In	Check Out
Fall 2019	September 1,2019	December 20,2019
Winter 2020	January 1, 2020	April 25, 2020
Intersession 2020	April 27, 2020	June 11, 2020
Technical Intersession	May 4, 2020	June 18, 2020
Intersession II	June 23, 2020	August 7, 2020
Spring Semester	April 27, 2020	August 12, 2020
Technical Spring Semester	May 6, 2020	August 19, 2020

SECTION 5 – ACCESS TO ACCOMMODATIONS

1. Access to accommodations will be no earlier than the Sunday before the classes begin. Students that need to arrive early must have the permission of Residence Management.
2. The Resident agrees that the assigned accommodations including furniture, furnishings and associated equipment remain the property of College of the North Atlantic.
3. The College of the North Atlantic respects the privacy of our students in residence. However, circumstances may arise that will require authorized College Staff and /or external contractors to enter any residence, room, or apartment. This may include but is not limited to: to conduct regular inspections, make necessary repairs, or to verify compliance with this Agreement, the Student Residence Regulations, College of the North Atlantic Student Code of Conduct, Weapons Policy, and local municipal, provincial, or federal laws. In all cases, a reasonable effort shall be made to notify the student of the intention to enter their room. If this is not possible, the College reserves the right to enter when it is considered reasonable or necessary.
4. Residence Management or delegate shall enter a room at any time should they have reasonable expectation of the following:
 - There is a person or persons in distress
 - There is a danger of self-harm by a student
 - There is fire or smoke
 - There is a suspicion of illegal activity.
5. The College agrees to provide the Resident with the necessary key (s), card(s) or code (s) for their accommodation.
6. The Resident accepts responsibility for the care and control of the assigned key(s), card(s) or code(s).
7. The Resident accepts the cost of replacing any lost key(s) or Card(s).

8. The Resident agrees to neither loan nor otherwise give possession of the key (s), card(s) or code (s).
9. The Resident agrees to neither copy nor permit the copying of the key (s), card(s) or code (s).
10. The Resident agrees to inform the Residence as soon as possible, if the assigned key (s), card(s) or code (s) do not function properly or are lost.
11. The Resident agrees to return the key (s), card(s) or code (s) when checking out.

SECTION 6 – MAINTENANCE OF THE ACCOMMODATIONS AND COLLEGE OF THE NORTH ATLANTIC PROPERTY

1. The Resident agrees to maintain the assigned accommodations, including furniture, furnishings, and associated equipment in clean, hygienic and working condition.
2. Residents are not permitted to keep pets (including fish) of any kind in Residence.
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 grounds.
4. The Resident agrees not to tamper with, or otherwise disable any of the safety and security equipment (i.e. fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers, hydraulic door closers, etc).
5. The Resident agrees to use only Canadian Standards Associations (CSA) appliances and extension cords. The College reserves the right to confiscate anything that is in violation of this clause.
6. The Resident agrees not to have any furniture that contains water (i.e. water beds) in the accommodations.
7. The Resident agrees to promptly report to the appropriated College of the North Atlantic staff any failure of equipment including mechanical, plumbing, and electrical, as well as any other College property.
8. The Resident agrees to report to College of the North Atlantic Staff any pest control issues.
9. The Resident agrees not to alter the permanent features (i.e. walls, blinds, furniture) of the accommodations by painting, removing, relocating, or changing the permanent features in any way.
10. The Resident agrees to accept responsibility for any loss of, damage to, the assigned accommodations, furnishings, furniture, and equipment.
11. The Resident agrees to accept responsibility of their guest for any loss of, damage to the assigned accommodations, furnishing, furniture, and equipment.
12. The Resident agrees to bear the cost of cleaning, repairing, or replacing any assigned accommodations furnishings, furniture, and equipment as assessed by the Residence.
13. The Resident accepts that the Residence cannot guarantee an allergen free environment.
14. The following items have been identified as potential hazards to residents, staff and /or their assigned accommodations and therefore are not permitted in the Student Residences without explicit permission from Residence Management. Propane tanks, air conditioners, vaporizers, or oxygen tanks.
15. The Resident agrees not to move or take furniture from other areas outside of their assigned room for personal use.

SECTION 7 – RESIDENT’S PROPERTY

1. The Resident agrees that the College of the North Atlantic is not responsible for damage to, or loss of the use of, any of the Resident’s personal property. The Residence strongly recommends that the Resident obtain tenant’s insurance and keeping doors locked at all times.
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.
3. The Resident agrees that the College has the authority to remove any of the Resident’s personal property after the semester move out date.

SECTION 8 – RESIDENT CONDUCT

1. The Resident agrees to behave in accordance with, and abide by, College of the North Atlantic’s associated policy and procedures, including the Student Code of Conduct, Student Residences Regulations, Student Residences Occupancy 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 College of the North Atlantic and their guests, Memorial University, Marine Institute, or Center for Nursing Studies.
3. The Resident agrees to abide by the additional regulations pertaining to the designated special areas within the residence (i.e. quiet areas/study areas, gym, etc.).
4. The Resident acknowledges that their conduct may be recorded by College of the North Atlantic staff and included in their residence record.
5. The Resident acknowledges that, in accordance with College of the North Atlantic’s Student Code of Conduct, reports of the Resident’s behavior that is in violation of college policies, rules, regulations, and/or municipal, provincial, or federal law may be referred to other college officials, and/or local law enforcement agencies.
6. The Resident acknowledges that they may be held accountable by authorized college officials for conduct that is an offence under the Student Residences Regulations, the Student Occupancy Agreement and/or the college’s Student Code of Conduct.

SECTION 9 – PERSONAL INFORMATION

1. The College agrees to maintain the Resident’s record, including relevant personal information (i.e. Residence application, agreement, reports, fines etc.) in accordance with the college’s privacy policy and the provincial Access to Information and Protection of Privacy Act (ATIPPA)
2. The Resident authorizes the Registrar of College of the North Atlantic to release, upon request, to the Residence Management the Resident’s academic and financial information.
3. The Resident authorizes the College to contact their next of kin, as recorded on their student record, in the event, or threat of, serious illness or injury.
4. Residence Management may use the contents of the Resident’s record to make decisions concerning fines and readmission to Student Residences, as per the Student Residences Regulations and the College’s Student Code of Conduct.

5. The College has the right to access a Resident's personal information/residence record that is entrusted to the Residence. Inquiries concerning access to the Resident's record should be directed to Residence Management.

SECTION 10 – COST, CHANGES, AND PAYMENT

1. The Resident acknowledges that the College will post appropriate charges (i.e. Residence/Meal Plan fees, fines, etc.) to their student financial account with College of the North Atlantic.
2. The full value of this Agreement is the Residence and Meal Plan Fees, plus additional fees for accommodations, outside the regular operations of Student Residence (if applicable).
3. The Residence agrees to post the value of this agreement for each semester to the Resident's account within two weeks of the beginning of each semester.
4. The Resident agrees to pay the full value of the Agreement within 30 days of Check In date unless they have a credit waiver or approved payment plan.

SECTION 11 – TERMINATION

1. The Resident agrees that this Agreement may be terminated by the College if any of the terms and conditions stated herein are contravened.
2. 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.
3. The resident agrees to give 30 days notice of termination of this agreement. Failure to give 30 days notice will result in a \$100 cancellation fee.

SECTION 12 – ACCEPTANCE OF THE AGREEMENT

1. By indicating acceptance of this Agreement, the Resident agrees to the aforementioned conditions and terms, including the associated financial responsibilities and adherence to College of the North Atlantic’s Student Code of Conduct, the Student Residences Regulations and municipal, provincial and federal laws.

I, _____ have read and agree to abide by all the terms of this Residence Occupancy Agreement. I understand that failure to do so will result in the termination of this agreement.

Privacy Notice

The personal information that you provide to College of the North Atlantic is collected under the authority of the *College Act 1996* and the *Access to Information and Protection of Privacy (ATIPP) Act, 2015*. The College’s Residence office is collecting your personal information to administer the occupancy agreement of the college residence and to ensure appropriate assistance in the event of an emergency situation. It will only be used for this purpose. The personal information you provide may be disclosed to college staff, such as the Residence Management, Security Personnel, who are involved with administering college residences. It may also be disclosed as required by law. Collected personal information is protected from unauthorized access, collection, use and disclosure in accordance with the *ATIPP Act, 2015*, and can be reviewed or corrected on request. Questions regarding the collection of this personal information can be directed to the college’s Residence Manager, College of the North Atlantic, 432 Massachusetts Drive, Stephenville, NL, A2N2Z6. 709.643.7977.

I have read and understand the Privacy Statement above and consent to the collection of this personal information.

Student Signature

Date

College Official