



### Agreement Summary

This Agreement Summary forms part of the Carey Student Residence Agreement (“Agreement”) between the Resident and the Operator specified below.

The Resident:			
The Operator:	Carey Hall		
The Premises:	Carey Centre, 5920 Iona Drive, Vancouver, BC V6T 1J6		
The Unit:			
The Occupancy Date:	August 31, 2020		
The Move-Out Date:	Two (2) days after the Resident’s last day of final exams or April 27, 2020, whichever is earlier.		
The Residence Term:	A fixed term from the Occupancy Date up to the Move-Out Date		
Fees (Residence Fees and deposits) & their due dates:	<b>Fees</b> Non-refundable Deposit Security Deposit Semester 1 Fee Semester 2 Fee <b>Total</b>	<b>Amounts</b> \$ 1400 \$ 300 \$ 5,775 \$ 5,775 <b>\$ 12,950</b>	<b>Due Dates</b> Upon Acceptance August 1, 2020 August 1, 2020 December 1, 2020
Additional add-on fees/term: (Optional)	<b>Term 1 Fees</b> Mini-fridge – Term 1 Outdoor parking– Term 1 Cable (TV included) – Monthly Premium Wifi – Monthly  <b>Term 2 Fees</b> Mini-fridge – Term 2 Outdoor parking– Term 2 Cable (TV included) – Monthly Premium Wifi – Monthly	<b>Amounts</b> \$ 50 \$440 \$18 \$5  <b>Amounts</b> \$ 50 \$440 \$18 \$5	<b>Due Dates</b> September 11, 2020 September 11, 2020 Upon add-on Upon add-on  <b>Due Dates</b> December 1, 2020 December 1, 2020 Upon add-on Upon add-on

**AGREED TO ON** \_\_\_\_\_ (date) **BY:**

**1. The Resident**

Print Name:

Signature:

**2. The Resident’s parent or legal guardian to co-sign if the Resident is under 19 years of age**

Print Name:

Signature:

**3. And Carey Hall, by its authorized signatory**

Print Name:

Signature:

By signing this Agreement Summary, you accept an offer of accommodation in the Premises as managed by the Operator. By accepting this offer, you have confirmed that you agree to comply with the terms and conditions outlined in the Agreement.



### Unit Condition Checklist

This Unit Condition Checklist forms part of the Carey Student Residence Agreement (“Agreement”) between the Resident and the Operator specified below.

The Resident:	
The Operator:	Carey Hall
The Premises:	Carey Centre, 5920 Iona Drive, Vancouver, BC V6T 1J6
The Unit:	

Unit Inspection	INCOMING	OUTGOING
ENTRY		
WALLS		
WINDOWS		
FLOORS		
BATHROOM		
CLOSETS		
FURNITURE		
OTHER		
Mail Box Key		
Desk Key		
Bike Tag	Tag #:	
Bike Room Key		

		Sign & Date
Check-in	<input type="checkbox"/> Inspected by a representative of the Operator: _____ (name)	
	<input type="checkbox"/> Agreed by the Resident that this report fairly represents the condition of the Unit	
Check-Out	<input type="checkbox"/> Inspected by a representative of the Operator: _____ (name)	
	<input type="checkbox"/> Agreed by the Resident that this report fairly represents the condition of the Unit	
	<input type="checkbox"/> Disagreed by the Resident that this report fairly represents the condition of the Unit, for the following reasons:	

Damage Assessment Date: \_\_\_\_\_

Amount payable from the Security Deposit: \_\_\_\_\_



The Agreement Summary, the Unit Condition Checklist, the following pages, and the Carey Student Resident's Handbook form the complete Carey Student Residence Agreement ("Agreement") which defines the policies and regulations governing the offer of accommodation and the terms and conditions of accepting the residence at Carey Hall (dba "Carey Theological College") at 5920 Iona Drive, Vancouver, BC, managed by the Operator. This Carey Student Residence Agreement is between Carey Hall ("Operator") and the Resident as named in the Agreement Summary.

## Definitions

**"Assessment"** means a bill for an amount, determined by the Operator, that the Resident owes to the Operator on account of one or more of the following: any damage to, repair of or loss of the Operator's property (including keys, access cards, and tags) or extraordinary service, cleaning, administrative or other costs the Resident or the Resident's guests cause to the Operator's facilities whether through accident, neglect or intent.

**"Carey Student Resident's Handbook"** means a handbook for student residents that outlines additional terms, conditions and expectations and may be updated from time-to-time.

**"Occupancy Date"** means the move-in date of the Resident as identified as such on the Agreement Summary, unless otherwise agreed in writing by the Resident and the Operator.

**"Fees"** means the residence fees applicable to the Resident's accommodation, deposits, plus all other sums, amounts, charges and monies payable by the Resident to the Operator pursuant to this Agreement, including, without limitation, all assessments, costs, interest and amounts owing as a result of any breach of this Agreement.

**"Operator"** means Carey Hall, the owner and manager of the administrative, educational and residential facilities at Carey Centre at 5920 Iona Drive, Vancouver, BC. The Operator provides certain facilities and services to the residents of Carey Centre, as detailed in this and other agreements. The definition of Operator also includes the Operator's authorized representatives.

**"Move-Out Date"** means the date on which the Resident ends their Residence Term as identified as such on the Agreement Summary, unless otherwise agreed in writing by the Resident and an authorized representative of the Operator, or the date at which the Resident is given written notice by the Operator to evict the premises due to non-compliance with the terms and conditions of this Agreement.

**"Resident"** is the person named in the Agreement Summary and will be referred to as "Resident," "you," "your," and/or "residents."

**"Residence Term"** commences after 12 noon on the Occupancy Date and ends at 12 noon on the Move-Out Date by which time the Resident must have vacated and surrendered the Unit to the Operator.

**"Security Deposit"** is a deposit to be held in trust by the Operator and may be applied to all overdue Fees or Assessments, or to charges payable by the Resident under this Agreement.

**"Common Areas"** are those areas set aside by the Operator for the common use and enjoyment of the residents of Carey Centre and the staff, students and visitors of the Operator during such times as the Operator, in its sole discretion, makes such areas accessible.

**"Unit"** is the unit in which the Resident occupies during the Residence Term of this Agreement as specified in the Agreement Summary and the Unit Condition Checklist and will also be referred to as "accommodation." The Unit is comprised of a private room with an en suite bathroom, a private phone line and furniture as described in the Carey Student Resident's Handbook as well as additional items rented or borrowed from Carey.

## General Provision

In consideration of the payment of fees and the observance of the terms and conditions of this Agreement,



the Operator offers and the Resident accepts the residence at the Premises during the Residence Term by which time on the Move-Out Date, the Resident must have vacated and surrendered the Unit to the Operator.

The offer of the Operator includes the following facilities and services:

1. The Unit;
2. The use of common areas of the Premises including the dining room, student lounge, study lounge, laundry room, bicycle storage areas and any other common areas, at such times as they are made accessible to the Resident and subject to the Operator's discretion. The Operator reserves the right to restrict access by the Resident to common areas including some of the office, administrative and educational areas within the Premises at certain times, for the secure functioning of its multiple uses; and
3. Three (3) meals per day, served in the dining room at scheduled times during the Residence Term except for such times when the Operator determines meals will not be served during the Residence Term due to circumstances beyond its control or when during a break in the academic year when most students vacate their Units for a period of time including but not limited to Christmas holidays and term breaks. The Operator will consider special dietary requirements but cannot guarantee their fulfillment.

### **ResNet Agreement**

The Operator will provide computing network access to your Unit through UBC ResNet Service. This may be through wireless and/or wired connectivity. If you use the network, you agree to abide by the terms and conditions outlined in the UBC ResNet Service Agreement. You also agree to abide by UBC's Acceptable Use and Security of UBC Electronic Information and Systems Policy. The Resident agrees to review and accept all applicable terms, conditions and agreements related to their use of ResNet on UBC's website.

### **Age Criteria**

Unless the Resident is 19 years of age or older when he/she enters this Agreement, the Resident's parent or legal guardian is required to co-sign this Agreement, and whereas the parent or legal guardian of the Resident agrees to assume full financial responsibility related to this Agreement as incurred during the Residence Term and thereafter. The parent or legal guardian of the Resident agrees to comply with the policies, rules and regulations of the Operator.

### **Agreement Changes**

Changes may not be made to the terms and conditions of this Agreement without the expressed written agreement of the Operator. During the Residence Term of the Agreement, the Operator may unilaterally change or delete any provision of this Agreement or add provisions to this Agreement by sending you an email notification to the email address you have provided to the Operator or by written notification delivered to your mailbox assigned to your Unit. Normally, changes will be effective and binding upon the date set out in the notification. If no date is set out in the notification, the changes will be effective one week from the date the notification was sent. However, changes may be implemented immediately when, in the opinion of the Operator, the health or safety of any person may be adversely affected by a delay.

### **Fees Payable**

The Resident shall pay in full all Residence Fees and deposits according to the prescribed due dates in the Agreement Summary.

The Security Deposit will be held in trust by the Operator and may be applied to all overdue Fees or to charges payable by the Resident under this Agreement. The Operator will hold the Security Deposit in trust if the Resident is returning the next academic year; or it will be refunded to the Resident less any Assessments, Fees and outstanding charges if the Resident will not be returning the next academic year. If a portion of the Security Deposit is applied by the Operator to pay for amounts owing by the Resident during



the Residence Term, the Resident must reinstate the Security Deposit to its original full amount prior to the Resident reoccupying the Unit.

The following terms apply to all fees and payments required by the Operator:

1. A \$35 service charge will be levied on all cheques returned by your bank for any reason.
2. The Resident will pay all fees that may be imposed by the Operator from time to time in respect of financial transactions, including but not limited to international money transfer, electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.
3. Overdue payments will not be accepted and will be deemed as a breach of this Agreement resulting in the Unit being assigned to another individual. Under extenuating circumstances, the Operator may consider later payment of fees, which will be subject to a late payment fee of \$25 for every week or portion of a week payment is not made.

### **Termination**

This Agreement is on a fixed Residence Term and may not be terminated by either party except under circumstances described below:

This Agreement may be terminated by the Resident, at the discretion of the Operator, if (1) the Resident is not admitted to the University of British Columbia or one of its affiliated colleges; or (2) the Resident has a substantiated medical reason preventing university attendance. In each of these cases, the Resident will be required to provide documentation satisfying to the Operator to substantiate the Resident's request for a waiver of financial obligations.

This Agreement may be terminated by the Operator if at any time, the Resident (1) fails to pay when due any of the Fees stipulated in this Agreement; (2) fails to pay when due any assessments assessed pursuant to the terms and conditions of this Agreement; (3) has violated the rules, policies or procedures and/or the residence standards and regulations as stated in this Agreement and the Carey Student Resident's Handbook, or the spirit thereof, as they may be amended from time to time; and/or (4) breaches any provision of this Agreement.

In the event of termination of this Agreement and eviction, you will remain indebted for any fees, including but not limited to assessments accrued pursuant to the terms and conditions of the Agreement and any that may arise from your occupancy, use of and departure from your Unit and the residence, due to the cost of cleaning or repairing your accommodation including the cost of storing and disposing of any possessions left in the accommodation; otherwise from your failure to comply with the terms and conditions of this Agreement, including fees for the balance of the Agreement term remaining after your eviction.

### **Breach of Agreement**

If the Resident is in breach of or neglects or fails to perform or observe any of the terms and conditions of this Agreement and such breach, neglect or failure continues for ten (10) days after service on the Resident of a notice to remedy the breach, it shall be lawful for the Operator, without further notice, to terminate this Agreement and to repossess the Unit, without refund of any monies and without prejudice to any other right of action of the Operator against the Resident.

### **Overholding**

If the Resident continues to occupy the Unit after the Residence Term or the termination of this Agreement, no new right of occupancy is thereby created and the Operator may, without notice, re-enter and take possession of the Unit, remove the Resident and all other persons and property and use such force and assistance as the Operator deems necessary to retake possession of the Unit.

If the Resident wishes to extend his/her stay in the Unit, any applicable extra fees must be paid and a new written agreement must be entered into between the Resident and Operator.



### **Abandonment and the Right to Dispose of Chattels**

No goods or chattels of the Resident shall remain in Carey Centre after the Resident vacates the Unit or after the Residence Term, whichever is earlier.

The Unit and your and any of your guests' personal property may be deemed by the Operator to be abandoned when:

1. a substantial amount of your personal property is removed from Carey's premises and your Fees are unpaid after the date that they are due; or
2. your Fees remain unpaid after the date they are due and the Operator has not received a response from you for a period of 14 days after sending you a notice.

If the Operator deems the Unit to be abandoned, the Operator may re-enter your accommodation. In that event, re-entry may be made without notice to you and without liability to you for any damage or prosecution. In addition to any additional rights the Operator may have, the Operator may re-rent your accommodation.

You acknowledge that after the Residence Term or in the case of abandonment, the Operator will remove and dispose of your and any of your guests' personal property without compensation to you or your guests (as the case may be). You agree that the Operator will be under no obligation to store such belongings or to sell them or otherwise recover their value.

### **Care of Carey**

The Resident shall keep the premises of the Operator including but not limited to the Premises, the Unit, the exterior of his/her Unit doors, and common areas clean and tidy, not damage the Premises (except for normal wear and tear) and accept responsibility for the cost of repairs attributable to the conduct of the Resident and his/her guests and which are not a result of normal wear and tear.

The Resident is also responsible for mitigating any strong odours and smells originating from his/her Unit that are deemed disagreeable to others. Failure to do so may result in cleaning charges, and/or further action as may be deemed appropriate by the Operator. Common area damage or inappropriate upkeep may result in shared Assessments, the possible relocation of the Resident, and/or denial of future residence assignment.

The Operator reserves the right to enter the Unit when deemed necessary. The Operator will inspect the Unit during the semester breaks and, where necessary, will rectify deferred cleaning and may deduct any resulting costs from the Security Deposit. In such cases, the Security Deposit must be reinstated to its original full amount prior to the Resident reoccupying the Unit.

Residents are expected to contribute to the cleanliness and tidiness of common areas and are not permitted to leave garbage bags, waste or other items in the common areas of the residence such as hallways, stairwells, lounges, or elevators.

### **Vacating the Unit**

The Resident must vacate the Unit no later than 12 noon on the Move-Out Date applicable to your Residence Term. Vacating the Unit means cleaning the Unit to the condition at the Occupancy Date, completing the outgoing Unit Inspection Checklist, returning all keys, access card or tags, and removing all persons and personal possessions from the Unit.

Upon checkout, you must leave the mattress protector and all other linens borrowed from the Operator, if any, folded on the bed in plain sight (not in a drawer, on a shelf, in a closet, or anywhere else) of the Unit. Failure to do so may result in an Assessment for the missing item.

If you fail to vacate the Unit when required pursuant to this Agreement, in addition to the Operator's other remedies, you will pay all the Operator's costs arising from such failure to vacate including, without limitation, the cost to the Operator incurred to clean your Unit and to provide accommodations for the incoming resident who is scheduled to take possession of your Unit.



Any of your personal property and the personal property of your guests remaining on the Operator's premises after the termination of this Agreement (whether by expiry, early termination or abandonment), will be removed and disposed of without compensation to any person and you will be charged for such costs incurred. The Operator will be under no obligation to store any such belongings remaining on the Operator's premises or to sell them or otherwise recover their value. In the event the Operator chooses to store any of your property left on the premises, you are responsible for the Operator's cost of doing so, and any subsequent disposal costs.

### **Pests**

The Resident shall not allow conditions to exist that, in the opinion of the Operator, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to promptly report the presence or suspected presence of pests (including bedbugs) to the Operator. Personnel authorized by the Operator may enter your Unit, without notice and without your presence, to inspect for pests. Should, in the opinion of the Operator, treatment be required, you will be required to comply with the prescribed treatment methods and protocol which may include preparing your Unit and any personal possessions for scheduled treatment. This may include relocation, cleaning and/or removal and disposal of furnishings or personal possessions. In such an event, you will not be reimbursed by the Operator for any disruption, relocation, loss or loss of use of personal possessions or furnishings. Should you fail to prepare your Unit and any personal possessions for treatment in accordance with instructions from the Operator, or otherwise fail to follow the Operator's directions regarding pest treatment, you may be held responsible for the cost of rescheduled or additional treatments of your Unit and any personal possessions, or of other portions of the residence property.

### **Pets**

The Resident and the Resident's guests shall not bring or keep in or around the Premises any pets or animals except for certified guide dogs or service dogs for the Resident and his/her guests with the written consent of the Operator.

The written consent of the Operator for guide dogs or service dogs must be obtained prior to the animal arriving at the residence. Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons including staff, and, without limiting the foregoing, in accordance with the applicable policies, rules and regulations of the Operator.

### **Quietness**

Since Carey Centre is located in a vibrant and growing community, the Resident is expected to tolerate a reasonable noise level commensurate with such living standards. Absolute silence is not possible. However, residents are not permitted to create excessive noise and are expected to be considerate of their neighbours 24 hours a day, seven days a week. In cases of dispute, the Operator's authorized officer will determine what is reasonable. If your neighbour asks that you be quiet, please respectfully consider that person's wishes and reduce your noise appropriately.

Radios, televisions, video games, stereo or other audio equipment or musical instruments may not be played such that sound, and especially bass (low frequency sound) can be heard outside of the Resident's Unit. Subwoofers are not permitted in your Unit or anywhere at the Operator's premises.

In addition to being considerate at all times, quiet hours, as specified by the Operator from time to time, are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which can be heard outside the residence building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment, video games and telephones.

### **No Additional Major Appliances**



Residents shall not use or install any major appliances other than those provided by the Operator without the written consent of the Operator. Major appliances include, but are not limited to, stoves, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

### **No Alterations to the Unit or to the Building or Grounds**

Residents shall not make any structural alterations or add to or alter the interior or exterior finishings or appearance of the Unit, Carey Centre or its grounds without the written consent of the Operator.

### **Open Flame**

Unattended open flames, such as a candle or incense, cooking devices that are open-coil, open-flame or gas-based, including but not limited to hot plates and butane-burners, are not permitted in the Operator's premises.

### **Playing Sports or Sporting Activities**

Residents are not permitted to engage in physically active games/activities inside the Operator's premises, including but not limited to games/activities that involve throwing, kicking or shooting an object (such as a ball, hockey puck, football, golf ball, soccer ball, Frisbee, or hacky sac), and games/activities that may result in participants running, cycling, skateboarding, etc.

### **Not to Disturb or Harm Others**

Residents shall not use the Premises for any purpose other than as the Resident's personal residence and not commit any act which is an annoyance, is disruptive or is a nuisance to other residents of the Premises and to the Operator and its students, visitors, employees, contractors, agents and representatives, or to the owners or occupiers of adjacent properties.

Residents shall not verbally or physically abuse or intentionally cause harm to other residents or visitors to the Premises, the students of the Premises, the Operator and its employees, contractors, agents and representatives.

### **Authorized Occupants**

The Resident is the only authorized occupant of the Unit under this Agreement. The Resident shall not assign, sublet or otherwise dispose of or in any way part with the possession of or grant any licence to use the Unit in the Premises; and the Resident shall not permit any person to remain in the Premises as an overnight guest without the prior approval of the Operator.

### **Resident's Responsibility for Guests**

Residents are responsible for their guests' behaviour whether or not they participated in, condoned or were aware of the guests' behaviour. Anyone who is invited to, accompanied on, accepted or admitted to the Operator's properties (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident. A resident who facilitates the access (for example: opening a locked door) of a stranger to residence property will be deemed to be the host of that person and will be held responsible for that person's behaviour as if the person were their guest. Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests' behaviour. Residents are responsible for their guests' actions until the guests leave the residence property. The Resident shall be responsible for any breach of any of the terms and conditions contained in this Agreement by any of their guests. Any such breach shall be regarded for the purpose of this Agreement as a breach of the Agreement committed by the Resident.





Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited. Residents are responsible for activities that take place in their Unit whether they are present at the time of the activity or not. The Resident's failure to lock his/her door does not mitigate their responsibility for the actions of others that occur in the Resident's unit.

With prior approval of the Operator, Residents may accommodate one overnight guest of the same gender in their Unit at a time for a maximum of four (4) nights in any given month. Residents may be evicted for guest stays, which exceed this period of time or are a disturbance to the floor or other units. No extra bedding is available and guests may not sleep in the lounges or common areas. No person may be the guest of more than one resident in succession.

### **Insurance**

The Resident shall not commit any action or permit to be done in Carey or bring or keep anything in Carey which may in any way invalidate or violate any insurance policy relating to the Operator. The Resident agrees to indemnify and save harmless the Operator from and against any expense, loss or damage suffered by the Operator by reason of the Resident's breach or non-performance of any term of this Agreement.

The Operator does not provide the Resident with general insurance, liability insurance or property insurance for personal belongings or for damage caused by fire or any other act caused by the Resident. The Resident will be fully responsible for all costs and damage without limitation related to any act by the Resident that causes such damage. It is recommended that the Resident arrange for his/her person and all his/her personal effects in residence units and all other residence property be covered by private insurance. The Operator strongly advises the Resident to obtain a residential insurance policy that covers: (1) loss of personal property; (2) relocation costs due to Unit damage whether or not caused by the Resident; (3) liability for loss or damage to the property of others; and (4) liability for personal injury to others, loss of personal property and liability for personal injury and property damage.

Insurance may be available as an extension of your family's home insurance policy, or you may obtain your own insurance package.

**In any case, the Resident must maintain at least one million dollars liability insurance coverage for damages caused by the Resident with the Operator named as a beneficiary.**

### **Waiver of Liability**

The Operator is not responsible for property belonging to the Resident or any of the Resident's guests which is lost, stolen or damaged in any way, regardless of cause, whether or not this may occur in the Unit or on the Operator's property. The Operator is not responsible for any injury, death, damage or loss whatsoever caused to the Resident or to the Resident's guests while in or about the Unit, the residence property or the Operator's other properties or while engaged in activities organized or sponsored by the Operator or its employees, agents, or assigns.

### **Indemnity**

The Resident and, if applicable as a co-signor to this Agreement, the parent or legal guardian of the Resident, for himself/herself, his/her personal representatives, heirs, and next of kin, agree: (1) not to make any claims or actions against the Operator, its employees, contractors, agents and representatives with respect to any loss, damage or injury suffered by the Resident or any other party as a result of any act or omission by any other party or parties including, but not limited to, other occupants and residents of Carey Centre, employees, contractors, agents and representatives of the Operator and (2) to hold the Operator indemnified against any such claim or action.



### **Ongoing or Occasional Construction**

The Operator shall at all times keep the Premises in a state of good repair and maintenance and to attend to any necessary repairs on a commercially-reasonable efforts basis. The Operator reserves the right to undertake on-going maintenance, renovation, building repairs, alterations or occasional event preparations which may cause construction to be underway during the term of this Agreement. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. The Operator will endeavour to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their residence area. There will be no compensation or reduction to your residence Fees due to disruption and/or relocation.

### **Duty to Enforce House Rules and Standards of Conduct**

The Operator shall maintain civil standards of conduct and general observance of the Carey Student Resident's Handbook for the benefit of all residents of the Premises, the employees and the students of Carey. The Operator reserves the right to amend or change rules in effect from time to time in its sole discretion and the Resident agrees to abide by the rules the Operator sets. The Resident agrees to familiarize themselves with the Carey Student Resident's Handbook and to observe, support and promote the protocols, standards and practices espoused therein. If disagreement appears between this Agreement and the Carey Student Resident's Handbook, the terms and conditions of this Agreement shall prevail.

The Operator maintains the right to terminate this Agreement and evict the Resident who has proven to be a hazard to his/her own or other's health, safety, property or enjoyment of life at the Premises.

### **Transfer Resident**

Operator retains the right to transfer the Resident from one private room to another within the Premises at its sole discretion, with reasonable notice being given prior to any such transfer.

### **Dispute Resolution**

If any dispute or difference arises between the Resident and other resident(s) of the Premises, such dispute shall be decided by the Operator using standard grievance resolution procedures. The decision of the Operator shall be final and binding on all parties.

If any dispute or difference arises between the Resident and the Operator and such dispute or difference cannot be resolved by using standard grievance resolution procedures, then such dispute or difference shall be resolved by mediation or arbitration pursuant to the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre in Vancouver, BC.

### **Notices**

A notice shall be deemed sufficiently served on the Operator if such notice is forwarded by certified post or left addressed to it at its address shown in this Agreement and acknowledged in either case as received by a duly authorized staff member of the Operator.

A notice shall be deemed sufficiently served on the Resident if such notice is forwarded to the Resident by sending the Resident an email notification to the email address the Resident has provided to the Operator or by written notification delivered to the Resident's mailbox assigned to the Unit at the Premises or at an alternative address furnished by the Resident to the Operator for such purposes. In the case of service by mailbox delivery at the Premises or post, the Resident shall be deemed to have been served two (2) clear business days after delivery or posting.



## **The Operator's Performance**

The Operator, insomuch as it is within the Operator's control, will provide the accommodation pursuant to the terms and conditions stated in this Agreement. To the extent that the Operator is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the Operator shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the Operator shall not be responsible for:

1. failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by the Operator or any other form of job action or labour unrest, acts of God including fires, floods, storms, earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or
2. the failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the Operator or by third party providers.

## **Governing Law**

The Resident agrees to the terms and conditions of this Agreement and to abide by all federal, provincial and local government laws, regulations and bylaws, and the Operator's rules, regulations, policies and procedures, including but not limited to those issued from time to time by the Operator. To the extent that there is any discrepancy between matters dealt with both in this Agreement and any other publication of the Operator, the provisions of this Agreement shall prevail.

The Resident acknowledges that the *COVID-19 Special Provision Agreement* is an effective part to this Agreement. To the extent that there is any discrepancy between matters dealt with both in this Agreement inclusive of the *COVID-19 Special Provision Agreement*, and any other publication of the Operator, the provisions of this Agreement shall prevail.

The Resident acknowledges that the Residential Tenancy Act of British Columbia does not apply to this Agreement or to the Resident's occupation of the Unit at the premises.

## **Privacy of Information**

The Resident's personal information possessed by the Operator will not be generally released to any external party without the Resident's express consent, unless permitted or required by law. The Resident hereby grants the Operator discretion to judge whether the Resident may be injured, ill or a danger or a threat to themselves or others, to an extent that third parties should be contacted and provided with vital information about the Resident.



## COVID-19 Special Provision Agreement

1. The following provisions relate to the public health emergency arising from the Covid-19 virus and any mutation, or recurrences thereof, whether declared or undeclared by government authorities (the "Covid-19 Emergency").
2. During the Covid-19 Emergency, Carey will be following all health and safety requirements required of it by government authorities including Provincial Health Authorities, the Provincial Health Officer, and WorkSafe BC ("Government Authorities"). Carey will implement these health and safety requirements and may choose to implement additional measures that are in excess of the safety requirements of Government Authorities. These measures are for the benefit of the residents, other guests at Carey, employees of Carey and for the benefit of society in general and may be modified from time to time.
3. To address the Covid-19 Emergency, notwithstanding any other provision of this Contract:
  - a) Residents must fully comply with all relevant public health authorities' rules regarding Covid-19 as well any additional measures required at Carey. Examples of these additional rules and measures could include but are not limited to:
    - o Closing or limiting access to common areas on the residential property;
    - o Requiring handwashing or other hygiene routines to be followed while on residential property;
    - o Requiring the use of personal protective equipment such as masks or gloves;
    - o Requiring special cleaning procedures or other procedures to be followed in a resident's accommodation, particularly with respect to shared spaces;
    - o Requiring the prompt reporting of any illness to the Dean of Student and Building Accommodations General Manager;
    - o Being required to be tested for the Covid-19 with the results of such test reported to the Government Authorities and if required, to Carey;
    - o Following any requirements for quarantine procedures in the event of sickness which may include confinement within own room;
    - o Limiting or restricting visitors to accommodations or to the residential property.
  - b) Carey may move accommodation, change the configuration of your accommodation, and change the physical layouts of units.
  - c) Carey may be required to close the residence or reduce the number of residents in residences. In such cases, it may terminate this Contract and require you to vacate your accommodation without offering you alternate accommodation.
  - d) Measures may be imposed restricting the number of persons permitted in the dining facilities, closing certain dining facilities, requiring the use of different dining facilities, changing meal plan providers, reducing the types of foods available (for example, removing self-serve options) or requiring meals to be picked up on a 'take-out' basis, or be delivered to your accommodation or residence area.
  - e) Measures may be imposed limiting or restricting visitors to the Premises or limiting visiting between different floors or other units operated by Carey.
4. The Resident acknowledges that although Carey will take steps to be in alignment with directives of Government Authorities, it cannot guarantee that other residents will consistently follow them, particularly when in their accommodation.
5. The Resident acknowledges that Carey cannot guarantee the Resident will not be exposed to Covid-19 or any mutations thereof, while on properties controlled by Carey and the Resident waives any and all claims that the Resident has or may in the future have against Carey (including Carey's student residence), its governors, senators, officers, employees, agents, students or representatives (collectively the "Releasees") and releases the Releasees from any and all liability for any loss, damage or injury that the resident may suffer, arising from or as a result of the transmission of Covid-19 or any mutations thereof to the resident directly or indirectly arising from the services provided pursuant to this



Contract due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.

6. The Resident consents to Carey providing the Government Authorities with any information required by them regarding the Resident, including the Resident's health information, in relation to their management of the Covid-19 Emergency.
7. Notice to residents of any rules or measures may be given through the email address provided by the Resident, by posting of notices (physically or on webpages), or given verbally by a Carey staff. For the most up to date list of Carey's Covid-19 related rules and measures please see <https://carey-edu.ca/residence-health-safety/>.
8. Given the risks of non-compliance, failure to follow Carey's rules or measures related to Covid-19, or failure to follow directions from staff regarding Covid-19 rules or measures may result in standards action up to and including eviction from the residence.

I have read and agree to follow these expectations, for my own wellbeing and for the wellbeing of my fellow students, faculty, and staff. I agree to allow Carey to discuss the terms of this agreement or health-related information with my designated guardian or emergency contact if needed.



**ADMINISTRATIVE CHECKLIST**

This checklist contains information considered helpful to the Operator in maintaining an efficient and safe student residence program. No obligation to provide unusual or exceptional service or care to the Resident is to be implied by the provision and recording of this information, but the Operator will apply its best efforts to use this information in accommodating the Resident.

The Resident should fill in all relevant information and submit this checklist along with their signed Student Residence Agreement on the Date of Occupancy.

The Resident:	
The Operator:	Carey Hall
The Premises:	Carey Centre, 5920 Iona Drive, Vancouver, BC V6T 1J6
The Unit:	

Special dietary concerns?

---



---

Special medical concerns?

---



---

Emergency contact(s)

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Address: \_\_\_\_\_