



ST. JEROME'S
UNIVERSITY

Residence Contract 2020-21

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1. INTRODUCTION

- 1.1. The Contract. This is a legal document that outlines the terms and conditions of a residence contract between you, the resident (hereinafter referred to as “You” or the “Resident”) and St. Jerome’s University (“SJU”) (the “Contract”).
- 1.2. Affiliation. SJU is an independent University of Ontario in affiliation with the University of Waterloo (“UW”) and UW’s affiliated University Colleges Conrad Grebel, Renison and St. Paul’s.
- 1.3. The Handbook. You shall abide by this Contract, the laws of Ontario and Canada, the SJU Residence Policies Handbook (the “Handbook”), and the policies, procedures, guidelines and directives that may be issued by SJU, UW or through the Residence Office from time to time while living in residence. The Handbook, a link of which is provided in Section 10.2 hereto, is hereby incorporated into this Contract and made a part hereof. **You will be responsible to have read and understood this Contract and the Handbook prior to moving into residence.**
- 1.4. Accuracy. Although every effort has been made to ensure accuracy of information, this Contract and the Handbook may be subject to correction or change by SJU from time to time without notice. This Contract is only for SJU residences and not the affiliated UW or UW affiliated University Colleges.

2. RESIDENCE ELIGIBILITY

- 2.1. Eligibility. To be eligible for residence admission and to maintain eligibility for accommodation throughout the term, the Resident must meet the following requirements:

- 2.1.1. You have received an offer from SJU detailing the specific terms of your acceptance into residence (the "Offer");
- 2.1.2. You have accepted the Contract by clicking "I understand and agree with the enclosed Contract" in the Residence Application Portal (eRezLife);
- 2.1.3. You have paid all previous charges for damages, fines etc. if applicable; and
- 2.1.4. The Residence Office has received the required non-refundable deposit (the "Deposit") from You by the acceptance deadline as provided in the Offer OR, in the case of late applications, late fees have been added to the Resident's UW Quest Account. Specifics regarding the Deposit can be found in the Handbook.

3. RESIDENCE TERM

- 3.1. Term. Subject to Sections 3.5 and 3.6 below, this Contract shall be for one of the following terms as provided by You in Your acceptance of the Contract in the Residence Application Portal (eRezLife):
 - 3.1.1. **Two-Term Contracts:**
 - 3.1.1.1. Fall 2020* - Winter 2021; or
 - 3.1.1.2. Fall 2020* - Spring 2021;
 - 3.1.2. **One-Term Contracts:**
 - 3.1.2.1. Winter 2021; or
 - 3.1.2.2. Spring 2021;
 - 3.1.3. Term dates are specifically identified in the UW Calendar.
- 3.2. Regular System of Study Student. If You are a Regular System of Study Student entering the Fall term, You shall register for the Fall and Winter terms provided in Section 3.1.1.1 above.
- 3.3. Co-op. If You are a Co-op Student entering in the Fall term, You shall register for either the Fall and Winter terms, or the Fall and Spring terms provided in Section 3.1.1 above.
- 3.4. One-Term. One-term contracts will only be given for the Winter or Spring terms as provided in Section 3.1.2 above.
- 3.5. Two-Term Contracts. If you select a two-term contract as provided in Section 3.1.1 above, You will be assigned to the same residence room for both terms. If you are in residence in the Fall, you will be returning to the same residence facility in the Winter. If you are living in residence in the Fall and on a co-op work term in the Winter, you will be returning to the same residence facility in the Spring.

- 3.6. Winter Break. All residences are closed during the UW Winter holiday period; beginning at 12 PM (noon) the day after the last Fall exam and ending the day before Winter classes start. During this time, the Resident shall make alternative living arrangements and will not be permitted access to any SJU residence.

4. RESIDENCE FEES, CHARGES AND PENALTIES

- 4.1. Residence Fees. Residence fees will be communicated to the Resident sixty (60) days before the beginning of the term and can also be found on the SJU's website. Residence fees will be included on the Resident's UW tuition/fee statement on their UW Quest Account.
- 4.2. Payment of Fees. Residence fees are to be paid in full in accordance with the procedures outlined by the UW Calendar, and payment of same is the sole responsibility of the Resident.
- 4.3. Returned Cheques. A service charge of Fifty (\$50.00) Dollars will apply for any cheques provided by the Resident to SJU returned as "NSF" (Not Sufficient Funds). Settlement of the Residents account must then be made in cash or by certified cheque by the Resident.
- 4.4. Late Fees and Penalties. Late payment of residence fees by the Resident will result in a late fee charge and interest penalties to the Resident according to the UW Late Payment Policy.
- 4.5. Residence Fee Increases. Residence fees are increased on September 1 of each year. By accepting this Contract, You will be notified sixty (60) days in advance of the beginning of the term of any increases if applicable.
- 4.6. Single Supplement Fees. Additional Single Supplement Fees will be communicated to You if applicable. Single Supplement Fees are:
- 4.6.1. associated with single rooms in residence, and make up the difference between the Double Room Fee and Single Room Fee;
 - 4.6.2. added prior to the beginning of term in Winter and Spring terms, and after move-in for Fall terms. The Resident will be notified when same are posted to their account; and
 - 4.6.3. subject to all fee payment deadlines as provided on the UW Calendar. It is the Resident's sole responsibility to ensure all fees are paid before the deadlines noted in the UW Calendar so as to ensure late fees are not accrued. SJU is not responsible for any late fees added in association with residence fees.
- 4.7. Deposit. The Deposit in regards to a two-term contract is credited toward the first term of this Contract and for a one-term contract is credited towards that specific term. The Deposit is non-refundable and non-transferable including but not limited to if the Resident defers their "Offer of Admission" to UW or SJU and chooses alternate accommodations following the period of deferral as provided on the UW Calendar, if

the Resident withdraws academically from UW or SJU, or if the Resident does not accept the Offer from SJU.

- 4.8. Potential Deposit Refund. If the Resident has applied by way of the Residence Community Ranking Form and deferred their academic offer for Fall term by the appropriate deadline as provided in the UW Calendar, the Resident may be eligible for a Deposit refund and should contact the Residence Office to confirm and arrange same.
- 4.9. Outstanding Fees Upon Departure. If the Resident has outstanding fees upon departure, marks and transcripts shall be held according to UW Regulation on Outstanding Fees until all outstanding fees, including applicable interest and late fees, are paid in full by the Resident.
- 4.10. Damages. The Resident is responsible for all outstanding accounts payable to SJU and for any undue damage to the room and furnishings for the duration of this Contract. The Resident agrees to pay to SJU, upon demand, the cost of any damages of which the Resident are the cause, to the room, to the furnishing within the room or to other SJU property.

5. RESIDENCE CANCELLATION, WITHDRAWAL AND TERMINATION

- 5.1. Cancellation, Withdrawal or Termination. The cancellation, withdrawal or termination of this Contract may occur as a result of any incident or circumstance that would nullify this Contract or cause the Residence Office to terminate this Contract within the guidelines provided in the Handbook. Contract cancellations, withdrawals and terminations and the management of fees, fines or costs associated with same are as follows:
 - 5.1.1. **Resident Initiated Contract Cancellations.** If the Resident cancels this Contract more than twenty-one (21) days prior to the start of the applicable term (as provided by the UW Calendar as the first day of lectures), the Resident will be responsible for sixty (60%) percent of the residence fees for the first of the contract terms, whether or not the room is re-occupied (i.e. in a two-term contract, the Resident is responsible for 60% of the first term payments as noted above, and the second term is cancelled, without further financial responsibility of the Resident). The Deposit, if applicable, will be applied to any outstanding fees. If the Resident cancels this Contract less than twenty-one (21) days prior to the start of the applicable term (as defined by the UW Calendar as the first day of lectures), the Resident will be responsible for the residence fee in its entirety for that applicable term.
 - 5.1.2. **Contract Cancellation due to Full Academic Withdrawal.**
 - 5.1.2.1. Voluntary Academic Withdrawal. If the Resident withdraws from SJU and/or UW they shall submit to the Residence Office a letter stating they are withdrawing and Student Affairs will confirm the withdrawal with the Registrar's Office through The Centre to verify full withdrawal from SJU and/or UW. Voluntary withdrawals initiated by the Resident (including withdrawing on a term-by-term basis that are not required by SJU or UW) that occur at any point during the

term will be treated in the same manner as Resident Initiated Contract Cancellations as provided in Section 5.1.1 above.

- 5.1.2.2. **Required Academic Withdrawal.** If the Resident is required by SJU and/or UW to academically withdraw from SJU and/or UW as provided in Section 5.1.3 below at any time after the applicable term has commenced, the Resident will be entitled to a partial, pro-rated refund up to the midpoint of the applicable term, as defined by the UW Calendar. Any refunds will be made at the sole discretion of the Residence Office in accordance with Section 6 below. The Resident should contact the Residence Office to determine availability and details surrounding a partial refund prior to moving out of Residence.
- 5.1.3. **Circumstances of Required Academic Withdrawal.** Circumstances requiring academic withdrawal include but are not limited to:
 - 5.1.3.1. The Resident's offer of academic admission has been revoked by UW;
 - 5.1.3.2. The Resident's application to defer an offer of academic admissions has been approved by the Office of the Registrar;
 - 5.1.3.3. The Resident has withdrawn its academic acceptance at UW; or
 - 5.1.3.4. If the Resident is required to repeat their previous academic term.
- 5.1.4. **Potential Refunds for Required Academic Withdrawal.** If the Resident is required to withdraw for academic reasons between terms (e.g. between Fall and Winter or Fall and Spring terms) the Resident will not be billed for the second term of this Contract, if applicable, as long as the appropriate paperwork from the Office of the Registrar is in place. If the Resident returns to residence before this appropriate paperwork is complete, they will be billed for the cost of their stay in residence, and may be eligible for a pro-rated refund of the remaining fees once their academic paperwork is complete.
- 5.1.5. **SJU Initiated Termination.**
 - 5.1.5.1. In the event of the Resident's failure to abide by this Contract, the Handbook, or other SJU and/or UW policies, procedures, guidelines and directives that may be issued by SJU and/or UW from time to time, SJU may forthwith terminate this Contract.
 - 5.1.5.2. SJU initiated terminations do not include Residence Interruptions, as provided in Section 8 below.
 - 5.1.5.3. In the event that this Contract is terminated, the Residence Office maintains full discretion as to the amount of a full or partial refund of residence fees, if and where applicable.

- 5.1.6. **Exceptional Circumstances.** Exceptional circumstances may be considered by the Residence Office for instances where the Resident is unable to live in residence due to exceptional circumstances beyond their control. Requests in accordance with this Section 5.1.6 shall be presented in writing to the Residence Office by the Resident, through the residence cancellation/withdrawal form on eRezLife for consideration.
- 5.2. **Processing Fee.** A One Hundred and Fifty (\$150.00) Dollar processing fee will be applied in all instances where the Resident is granted a partial refund under this Section 5. The Resident remains responsible for administrative fees under exceptional circumstances if granted under Section 5.1.6 above.
- 5.3. **Cancellation and Withdrawal Process.** To initiate cancellation of this Contract, the Resident shall speak to the Residence Office and complete and submit a Residence Cancellation & Withdrawal Form on eRezLife. The cancellation date will be the date the following is complete:
- 5.3.1. The Residence Cancellation & Withdrawal Form has been submitted through eRezLife by the Resident;
- 5.3.2. Any additional paperwork required by the Residence Office has been submitted by the Resident through eRezLife; and
- 5.3.3. The Resident has moved themselves and their belongings out of their room, completed a room check-out with a Don and returned their Fob. For greater certainty, the Resident will vacate the residence within twenty-four (24) hours of cancelling or withdrawing in accordance with this Section 5.
- 5.3.4. Should a refund be eligible in accordance with this Section 5.3, it will be prorated to the cancellation date, when ALL above steps are complete.

6. RESIDENCE REFUNDS

- 6.1. **Refunds.** If the Resident is issued a refund in accordance with this Contract, the prorated amount, less any processing fees applicable, will be added to the Resident's UW Quest Account. Any refund provided to the Resident in accordance with this Contract is subject to the UW refund process and policies.
- 6.2. **Refund Eligibility Inquiries.** Inquiries around refund eligibility by the Resident must begin before the end of the term that the Resident is seeking a refund for. After the end of the term (the end of the exam period, as per the UW Calendar), refunds will not be issued to the Resident for previous term fees.

7. MOVE-IN/MOVE-OUT

- 7.1. **Move-In.** Move-In is scheduled for the first day of classes of the term. Your reservation will be cancelled and You will lose the Deposit if you do not claim your residence room by the first day of classes of the term. Extenuating circumstances may be considered by the Residence Office, however, the Resident is responsible for contacting the Residence Office prior to the first day of classes for the term to secure in writing an

alternative move in date agreeable to the Residence Office prior to the first day of classes.

- 7.2. Move-Out. The Resident agrees to vacate their assigned residence room within twenty-four (24) hours of their final UW exam, during the applicable term they live in residence, unless permission has been obtained from the Residence Office in writing prior to the applicable exam period to remain for a longer period of time in which case the Resident is responsible for contacting the Residence Office to secure in writing an alternative move out date agreeable to the Residence Office. In no circumstances will the Resident be permitted to stay after 12 PM (noon) on the last scheduled exam day per the UW Exam Schedule.
- 7.3. Financial Responsibility. The Resident accepts financial responsibility for any missing furniture/fixtures, or any damages found in the Resident's personal or shared residence space. The Resident also accepts financial responsibility for any cleaning charges resulting from the Resident's personal or shared residence space being left in an unacceptable state of cleanliness, or garbage or unwanted items left in the space. Any amounts owing by the Resident to SJU in accordance with this Section 7.3 will be billed to the Resident's UW Quest Account.
- 7.4. Occupancy Dates. Specific information regarding occupancy dates will be communicated to You prior to the beginning of the term.

8. RESIDENCE INTERRUPTIONS

- 8.1. Interruptions. In the event that SJU must make decisions in the face of major disruptive events beyond its control, it will do so on the direction of competent authorities, as appropriate. Where displacement from residence is required, SJU will not be responsible for costs associated with displacement and/or relocation, or loss of services rendered as a result of SJU, UW, or SJU residence(s) closure.
- 8.2. COVID-19 Pandemic. The COVID-19 pandemic has led to significant changes in how we live and interact with one another. As Provincial and Federal authorities in Canada take action to prevent the spread of COVID-19 and "flatten the curve" or reduce the growth rate of new COVID-19 infections, many ordinary activities in our daily lives have been impacted. SJU hopes to resume as much as possible their normal activities in the Fall of 2020. However, SJU must also prepare should the pandemic threaten the health and wellness of our community. Due to the uncertainty created by COVID-19, SJU reserves the right to delay occupancy or terminate this Contract with You in the event that (1) SJU determines that it is prudent or necessary to do so for reasons of public health or student safety, or (2) SJU is required by law, order or directive to close one or more of its residences, to limit the number of persons residing in residence, or such other law, order or directive affecting the normal operation of its residences. In such circumstances, SJU will provide You with reasonable notice and either reduce Your residence fees or refund You a pro-rated amount of any prepaid residence fees.
- 8.3. Accommodation Change. SJU undertakes to avoid unnecessarily disturbing the Resident, however, SJU reserves the right after reasonable notice to the Resident, to change the accommodation assigned to the Resident if circumstances arise which, in the sole discretion of SJU, are necessary or desirable. The Resident may request a

change of rooms in accordance with the Room Re-Allocation Process and will only change rooms upon prior written approval from the Residence Office.

- 8.4. Force Majeure. SJU shall not be liable for the failure to provide the residential accommodation which is contracted for herein when such failure is caused by a) fire, explosion, water/flood, earthquake, b) Acts of God, c) war, hostilities, whether war is declared or not, terrorists threats or acts, riot or other civil unrest, vandalism or sabotage d) government order, policy, guideline or law e) action or inaction by any governmental authority, f) national, regional or local (including UW) emergency g) strikes or other labour disruptions h) failure of public utility services, i) outbreak of disease, epidemic or pandemic, or j) any other situation which is beyond the reasonable control of SJU (collectively referred to herein as "Emergency" or "Emergencies").
- 8.5. Emergencies. In the event that the SJU residences cannot open and/or must close for any Emergency, every attempt will be made to ensure that the Resident is notified in advance and SJU will use its best efforts to mitigate against the effects thereof. SJU and the Residence Office are not liable for any loss, liability, cost, damage or expense to the Resident (the "Loss") in any Emergency. There shall be no compensation or reimbursement in any form whatsoever by SJU to the Resident for any Loss, inconvenience or discomfort suffered as a result of an Emergency and SJU assumes no responsibility or obligation to find or provide alternative living arrangements for the Resident in such circumstances.
- 8.6. Third Party Unforeseen Acts. In the event that the SJU residence(s) cannot open and/or must close due to the actions of third parties with respect to planned or unforeseen renovation or construction, which are beyond the reasonable control of SJU and are not an Emergency, SJU shall use its best efforts to notify the Resident in advance, however, SJU is under no obligation to provide substitute accommodation on or off campus for the Resident in such circumstances.
- 8.7. Displacement. In the event that the SJU residence(s) cannot open and/or must close, in whole or in part, for any such force majeure event as provided in this Section 8, SJU will attempt to notify You in advance and will attempt to assist You in arranging alternative living arrangements. SJU is under no obligation and assumes no responsibility to identify or provide alternative living arrangements for You and is not liable for any claims You may suffer or Losses You may incur resulting from any force majeure event as provided in this Section 8.
- 8.8. Insurance. SJU recommends that the Resident obtain personal property insurance and liability for personal injury or property damage insurance with a limit of not less than \$1 million for any one occurrence. SJU is not responsible for property belonging to You or any of Your guests which is lost, stolen, or damaged in any way regardless of cause; whether or not this may occur in Your accommodation or on the residence property, including storage facilities. The Resident will be held financially liable for damage to residence buildings or property that results from willful or negligent actions by either You or Your guest(s) regardless of intention.
- 8.9. Liability. SJU and its governors, agents, employees, directors, trustees, officers and members shall not be liable for, and assume no responsibility whatsoever for injury to the Resident or guests which occurs in the Resident's assigned room or any other part of the residence as a result of the conduct of the Resident, guests, or other students

and their guests or otherwise, including, without limiting the generality of the foregoing, injuries arising from engaging, participating in, attending or watching a dangerous, careless or reckless activity or fights, contests, games, parties or sporting activities, or from assault, impairment, intoxication, consumption of alcohol, drugs, or harmful or banned substances, or as a result of delivery of alcohol to the residence, whether or not such delivery is permitted by or known to SJU, or due to unauthorized entry into cafeteria kitchens or into any other areas of the residence that are not part of the living space in the residence, or arising from damage to or the unauthorized alteration, removal or disabling of any part of the residence, including its windows, doors, locks, railings, or safety or alarm devices, features and fixtures.

9. DEFINITIONS

- 9.1. Co-op Student: student is enrolled in full-time studies at UW and enrolled in the co-op program within their faculty;
- 9.2. Contract: has the meaning ascribed to that term in Section 1.1;
- 9.3. Deposit: has the meaning ascribed to that term in Section 2.1.4;
- 9.4. Double Room Fee: the residence fee charged for residents living in a double occupancy room at SJU residences;
- 9.5. Emergency or Emergencies: has the meaning ascribed to that term in Section 8.4;
- 9.6. Handbook: has the meaning ascribed to that term in Section 1.3;
- 9.7. Loss: has the meaning ascribed to that term in Section 8.5;
- 9.8. Offer: has the meaning ascribed to that term in Section 2.1.1;
- 9.9. Office of the Registrar: refers to the Office of the Registrar at UW;
- 9.10. Regular System of Study Student: Student enrolled in full-time studies at UW and not enrolled in a Co-op program. Typical Regular System of Study students are in school between September and April each year;
- 9.11. Residence Office: Combined resources within the Department of Student Affairs. This consists of: The Residence Life Coordinator, The Residence and Student Life Coordinator, the Student Affairs Administrative Assistant, and the Director of Student Affairs;
- 9.12. Resident: has the meaning ascribed to that term in Section 1.1;
- 9.13. Single Room Fee: the residence fee charged to SJU's residents living in a single occupancy room; this is comprised of the 'double room rate' and a 'single supplement fee'. Residence room fees are determined and approved in the Spring for the following fall academic year and published online;
- 9.14. Single Supplement Fees: has the meaning ascribed to that term in Section 4.6.1;

- 9.15. SJU: has the meaning ascribed to that term in Section 1.1;
- 9.16. Student Affairs: A department at SJU that exists to facilitate and encourage a transformative student experience. Our team works to create healthy and accessible learning environments, to encourage students to take ownership and accountability in advocating for their own unique student experience, and to foster opportunities for growth and leadership development;
- 9.17. UW: has the meaning ascribed to that term in Section 1.2; and
- 9.18. You: has the meaning ascribed to that term in Section 1.1.

10. ADDITIONAL INFORMATION

10.1. Contact Information.

- 10.1.1. Please find Student Affairs staff contact information [online here](#).

10.2. More Information.

- 10.2.1. [Co-Op Students](#)
- 10.2.2. [Deferring Offer of Admission Potential Deposit Refund](#)
- 10.2.3. [Double Room Fees](#)
- 10.2.4. [Office of the Registrar](#)
- 10.2.5. [Regular System of Study Students](#)
- 10.2.6. [Residence Application Portal \(eRezLife\)](#)
- 10.2.7. [Residence Community Ranking Form](#)
- 10.2.8. [Room Re-Allocation Process](#)
- 10.2.9. [Single Room Fees](#)
- 10.2.10. [Student Affairs](#)
- 10.2.11. [St. Jerome's Accessibility for Persons with Disabilities Policy](#)
- 10.2.12. [St. Jerome's University Residence](#)
- 10.2.13. [St. Jerome's University Residence Policies Handbook](#)
- 10.2.14. [The Centre](#)
- 10.2.15. [University of Waterloo Calendar](#)

- 10.2.16. [University of Waterloo Exam Schedule](#)
- 10.2.17. [University Regulation on Outstanding Fees](#)
- 10.2.18. [University of Waterloo Late Payment Policy](#)
- 10.2.19. [University of Waterloo Quest Account](#)
- 10.2.20. [University of Waterloo Refunds](#)