



Campus Housing License Agreement



THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN

Olds College (the "**College**")
by its duly authorized agent, College Housing (Olds) Corp. ("**CHOC**")
whose address for the purpose here is
4500 - 50 Street, Olds College, Olds, Alberta T4H 1R6

- and -

(the "**Licensee**")

WHEREAS the College provides rooms for student housing on the College campus at the property located at:

Centennial Village 4501 – 53 Street, Olds, Alberta T4H 0E8
College Courts 4301 – 53 Street, Olds, Alberta T4H 0E8
(the "**Campus Housing**");

AND WHEREAS the College has appointed CHOC to manage and operate Campus Housing on behalf of the College;

AND WHEREAS the Licensee is registered as a full time academic student at the College and desires to enter a license for the use of the Room in the Campus Housing;

NOW THEREFORE in consideration of the fees reserved hereby and the covenants and agreements herein contained, the College and Licensee agree as follows:

The license fee for the purpose of this Agreement is \$_____ (the "**License Fee**").

1. TERM

The term of this Agreement commences the _____ day of _____, 20____ (the "**Commencement Date**") and ends as of 12:00 o'clock noon on the _____ day of _____, 20____ (the "**End Date**"), unless otherwise terminated pursuant to the terms herein (the period from the Commencement Date to the End Date is hereinafter referred to as the "**Term**"). At the end of the Term, this Agreement ends and the Licensee must move out of the Room.

2. LICENSE

Subject to the terms of this Agreement, the College hereby grants to the Licensee the license:

- (a) to occupy room _____ located in _____ of Campus Housing or any other room allocated to the Licensee in accordance with the terms herein

(the "**Room**") and to use the fixtures, the furniture and effects in the Room in accordance with the terms and conditions herein; and

- (b) to use in common with other persons who have entered into a license agreement with the College for a room in the Campus Housing (collectively, the "**Residents**") the areas of Campus Housing exclusive of the rooms licensed to Residents and any other bedrooms in Campus Housing (collectively, the "**Common Areas**") and the fixtures, furniture and effects in the Common Areas;

The Licensee acknowledges and agrees that this Agreement creates a licensee/licensor relationship. The Licensee further acknowledges and agrees that the *Residential Tenancies Act* (Alberta) is not applicable to this Agreement or the occupancy of the accommodation.

3. LICENSE FEE

The Licensee shall pay the entire License Fee to the College at the start of each program term, subject to any payment plan agreed to with the College in writing. Deadline dates can be found on the Olds College website.

4. LICENSEE'S COVENANTS

The Licensee hereby covenants with the College that the Licensee shall:

- (a) pay the License Fee, direct amenities fees, Meal Plan fees and costs, sales tax, and any daily license fee, if applicable, when due as set out herein;
- (b) pay for any damages, lost property or extraordinary service or administrative costs the Licensee or its guests cause to Campus Housing, the Room, the Common Areas or any fixtures, furniture or and effects located thereon or any other College facilities whether through any act, omission, accident, neglect or intent. The Licensee and all other Residents of a floor or building area of Campus Housing may be assessed at and in such proportion as the College may determine in its sole discretion for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by the College but where the cleaning, damages, lost property, or extraordinary service costs are reasonably believed by the College to have been caused by the Licensee or one or more Residents of a floor or building area of Campus Housing. Where any amount has not been paid by the Licensee on the applicable date required, a late fee of \$200 may be charged to the Licensee by the College, as determined by the College in its sole and unfettered discretion;
- (c) be registered as an academic student at the College for the entire duration of the Term;
- (d) observe and perform all of the covenants, agreements and conditions on its part to be observed and performed in accordance with this Agreement;
- (e) use the Room as a personal residence only and only for himself/herself, and shall not assign the Term, or any part thereof, nor sublet, nor permit, suffer, or allow the possession or use of the Room to pass to another person except as expressly hereafter provided;

- (f) maintain the Room and the fixtures and the furniture and effects located thereon during the Term in a good, clean and livable condition;
- (g) use reasonable efforts and precautions to ensure that the Room and Campus Housing are protected from a breach of security, including locking doors and windows, not forcing or propping open entrance doors, not permitting unknown persons into Campus Housing and immediately reporting security concerns. The Licensee is not permitted to copy any key or key card provided for the Room or Campus Housing;
- (h) not use the Room for any illegal or immoral purpose or for business purposes or for any purpose whereby any policy of insurance maintained by the College or CHOC may be rendered void or voidable, or subject to an increase in premium;
- (i) not make any alteration, repair or renovation to the exterior or interior of the Room or Campus Housing, and shall further report any repairs required to the Room or Campus Housing to CHOC immediately upon becoming aware of same;
- (j) not to carry on nor do, nor allow to be carried on or done in the Room, any of the Common Areas or Campus Housing, any activity which may be or become a nuisance or annoyance to the College, any other occupants of the Campus Housing (or which may cause damage to any part of the Room, the Common Areas or Campus Housing) or the public or any other person whatsoever;
- (k) abide and be bound by all federal, provincial and local government laws, regulations, bylaws and to observe and fully perform all College rules and regulations, including, without restriction, those published in the Olds College Residence Handbook for Campus Housing and/or as posted on the bulletin boards in Campus Housing as well as any amendments or additions to such rules and regulations (collectively, the "**Rules and Regulations**") and further acknowledges and agrees that the Rules and Regulations are hereby incorporated by reference and made a part hereof. The Licensee acknowledges receipt of the Olds College Residence Handbook for Campus Housing and acknowledges and agrees that the Licensee has read those documents and agrees to abide and be bound by them, a copy of which can be found at <http://choc.ca>;
- (l) keep and deliver up at the expiration of the Term or the earlier termination of this Agreement, the Room, all keys thereto, fixtures, furniture, and effects located therein in their present condition (reasonable wear and tear only excepted) and not to remove any item thereof from the Room. If at the expiration of the Term or the earlier termination of this Agreement the Room is not delivered in its present condition (reasonable wear and tear excepted) or if any of the items of fixtures, furniture or effects located therein are removed, broken, damaged, lost or rendered useless, the Licensee shall be solely responsible for all costs and expenses of repairing any damage or loss to the Room and/or the fixtures, furniture and effect therein;
- (m) pay a four percent (4%) room tax on the License Fee and five percent (5%) GST if the Room is occupied for less than twenty (28) days; and

- (n) and hereby agrees to the release of his/her name, room number, photo identification, program/course of study to College campus security.

5. AGREEMENTS

The College and the Licensee mutually agree:

- (a) that on or prior to the execution of this Agreement, the Licensee shall provide a security deposit of \$495.00 (the "**Security Deposit**") to the College to be held by the College against proper performance of the Licensee's covenants herein. Upon the expiration of the Term or any early termination of this Agreement, the Security Deposit, or any balance thereof held by the College after reduction for any amount provided for in this Agreement, shall be repaid to the Licensee within sixty (60) days after the expiration of the Term or any early termination of this Agreement or such period of time as determined by the College; damages that are assessed during a room allocation change or at any point during the Term will be charged to the Licensee at that time. The Licensee acknowledges and agrees that the Security Deposit may be used by the College to clear any outstanding financial commitment of the Licensee to Olds College before a refund of the Security Deposit is issued;
- (b) all Common Areas shall be subject at all times to the exclusive control and management of the College. The College shall be entitled to operate and police the same, to change the area and location thereof, to employ all personnel and to make all rules and regulations necessary for the proper operation and maintenance thereof, and to do such other acts with respect thereto as the College, acting reasonably, shall determine to be advisable; provided, however, that the Licensee, unless deprived by reasons beyond the College's control, shall always have the use of such of the Common Areas as are reasonably necessary for the use and enjoyment of the Room; and
- (c) in the event that the Licensee becomes bankrupt, or insolvent, or abandons the Room, or removes all or substantially all of his/her effects from the Room during the Term without providing prior written notice in accordance herewith, then and in any such event, the College may terminate this Agreement upon giving twenty-four (24) hours' notice in writing to the Licensee to that effect, and the Licensee will be charged a \$400 penalty from the Security Deposit for not providing proper notice in addition to the equivalent of four (4) weeks of the License Fee from the date which CHOC is notified of the vacancy.

6. MUTUAL COVENANTS AND AGREEMENTS

The Licensee and College hereby covenant and agree as follows:

- (a) subject to all outstanding obligations of the Licensee to the College being satisfied as set out herein or otherwise, upon the expiration of the Term or the early termination of this Agreement, the amount of any License Fee overpayment or any other fee overpayment set out hereunder or any balance thereof held the College, shall be repaid to the Licensee within sixty (60) days after the expiration the Term or the early termination of this Agreement or such period of time as determined by the College;

- (b) that CHOC, its agents and contractors shall at any time be at liberty to enter upon the Room and the Common Areas to perform maintenance, construction or work, to do routine room inspections, or if the College or CHOC has reasonable grounds to believe that a term of this Agreement or a residence rule or regulation has been breached by the Licensee, and in the case of any emergency as determined by the College or CHOC (including without restriction during a fire alarm);
- (c) the Licensee acknowledges that on-going maintenance, renovation and construction projects may take place in and around the Campus Housing from time to time during the Term and consents to any such work and any noise, dust and temporary interruption of services that may occur. The Licensee acknowledges and agrees that the College shall be entitled to relocate the Licensee temporarily or permanently to an alternative room in the Campus Housing to facilitate any repairs, construction or renovation, as required by the College. The Licensee acknowledge and agrees that the College shall have no responsibility or liability to the Licensee for the any of the foregoing terms nor shall the Licensee be entitled to any abatement or setoff as against the License Fee therefor;
- (d) that the College and CHOC each carry insurance solely for their own benefit. That neither the College nor CHOC provides the Licensee any insurance coverage whatsoever including but not limited to general insurance, liability insurance or property insurance for the Licensee's personal belongings. It is recommended by the College and CHOC that the Licensee arrange to insure its own person and all personal affects located in the Room or in or around the Campus Housing;
- (e) the College, its agents, employees, invitees or contractors shall not be responsible for any property belonging to the Licensee or any of its guests which is lost, stolen or damaged in any way, regardless of cause, wherever such may occur being on and/or around Campus Housing, including without limitation, the Common Areas, storage facilities located thereon and/or the Room or the room(s) of any other Resident. The College, its agents, employees, invitees or contractors are not responsible for any injury, death, damage or loss whatsoever caused to the Licensee or its guests while in or about Campus Housing or the College campus or while engaged in activities organized or sponsored by the College or CHOC. The Licensee agrees not to do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the College, its agents, employees, invitees or contractors. The Licensee agrees to indemnify and save harmless the College and CHOC, and their respective agents, employees, invitees or contractors from and against any liabilities, fines, expenses, claims, demands, losses, damages or legal fees and disbursements (on a solicitor and his own client basis) and actions of any kind or nature for which the College or CHOC shall or may become liable or suffer by reason of any breach, violation or non-performance by the Licensee, or by any person for whom the Licensee is responsible, of any covenant, term or provision hereof or by reason of any act, neglect or default on the part of the Licensee or any other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term of this Agreement shall survive the termination of this Agreement for a period of two

- (2) years thereafter, anything in this Agreement to the contrary notwithstanding;
- (f) the Licensee shall forfeit Three Hundred Dollars (\$300.00) from the Security Deposit in the event that the Licensee has been suspended from his/her academic program at the College or has breached any covenant of this Agreement, or any of the Rules and Regulations, furthermore, the College shall be entitled to terminate this Agreement on twenty-four (24) hours' notice in writing to the Licensee;
 - (g) the Licensee shall forfeit Three Hundred Dollars (\$300.00) from the Security Deposit in the event that the Licensee withdraws from his/her academic program at the College, he/she will further be required to vacate the Room within twenty-four (24) hours of such time and this Agreement shall be terminated at such time;
 - (h) the Licensee shall forfeit Three Hundred Dollars (\$300.00) from the Security Deposit in the event that the Licensee terminates this Agreement by giving the College four (4) weeks' prior notice in writing to the Residence Office located at Centennial Village, 4501 53 Street, Olds, Alberta T4H 0E8. The Licensee acknowledges and agrees it shall further be responsible for all License Fees until the end of the fourth week following provisions of the written notice in accordance with the foregoing terms;
 - (i) if the Licensee fails to take possession by the Commencement Date, terminates this Agreement prior to the expiration of the Term or abandons the Room prior to the expiration of the Term, the College may take possession without notice or demand and re-let the Room on such conditions as the College may deem advisable, without prejudice to the College's right to recover any outstanding License Fees or any monies due hereunder which may be owing and to any claim or claims for damages;
 - (j) in the event the Licensee is in default of payment of the License Fee or any other amounts payable hereunder, the College may, in addition to any other rights or remedies which it may have, withhold the Licensee's official transcript and awards, if any. Any cleaning/damage/replacement of keys or locks may be charged by the College to the Licensee's student account. Any eligible returns of any monies hereunder to the Licensee may be credited by the College to the Licensee's student account. Refunds are per Olds College Business Services procedures, as amended from time to time, and the Licensee acknowledges and agrees that such Business Service procedures is hereby incorporated by reference and made a part of this Agreement.
 - (k) in addition, and without prejudice to all other remedies of the College, the College may perform or discharge the obligations or liabilities of the Licensee herein contained or arising here from and recover the cost thereof from the Licensee as rent in arrears;
 - (l) due to the personal nature of this Agreement, no tenancy is created, but merely a license to occupy;
 - (m) the license to occupy contained in this Agreement expires at 12:00 Noon on the End Date unless terminated earlier as provided in this Agreement. In the

event that the Licensee does not move out by the time indicated above, the College shall be entitled to pursue all recourse available to it, including, but not limited to, charging the Licensee's student account for additional accommodation time;

- (n) the Licensee acknowledges and agrees that the rights granted in this Agreement are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Licensee any legal or equitable estate or interest in the Campus Housing, the Common Areas or the Room; and
- (o) the Licensee acknowledges that where CHOC has executed this Agreement on behalf of the College, then CHOC has executed this Agreement solely in its capacity as manager and/or agent on behalf of the College and has no liability to the Licensee. The College may act in any matter provided for herein by its property manager CHOC and any other person who shall from time to time be designated by the College by notice to the Licensee.
- (p) CHOC may take photographs or video of activities or events in public areas of our facilities for educational, promotional or reporting purposes. The licensee acknowledges their image may be captured during a photoshoot or filming and this image may be used for written, electronic or multimedia materials. These materials may be utilized on the internet on the CHOC or Olds College website and social media pages. The licensee acknowledges that information published on the Internet is accessible to global users and may be indexed by search engines and copied by web users. CHOC and Olds College have no control over subsequent use and disclosure of images by said users. The licensee also acknowledges they are not entitled to any remuneration or benefits for use of their image.
- (q) the Licensee acknowledges their photograph will be taken to be kept on file for identification purposes. This image will only be distributed to Olds College partners including the campus patrol contractor, housing agent, food services provider and CLC fitness centre if and when required for identification purposes.

7. GENERAL TERMS

- (a) Any written notice required or contemplated by this Agreement shall be deemed to be sufficiently given:
 - (i) to the College, in care of the Residence Manager, CHOC, if
 - (I) delivered, on the day of such service, or
 - (II) sent by registered mail, post prepaid, addressed to the College at the address indicated on the first page hereof, or such address as the College may advise, on the day three (3) business days after posting.
 - (ii) to the Licensee, if
 - (I) served personally, on the day of such service, or

- (II) sent by registered mail, post prepaid, addressed to the Licensee at the Room, on the day three (3) business days after posting, or
 - (III) posted in a conspicuous place on the Room, on the day posted.
- (b) Should any provisions of this Agreement be illegal or not enforceable under the laws of the Province of Alberta, such provision(s) shall be severable and the balance of this Agreement shall remain in full force and effect and be binding upon the parties as though such illegal or unenforceable provision(s) had never been included.
- (c) Waiver by the College of any failure by the Licensee to conform to the provisions of this Agreement or the Rules and Regulations shall not affect the College's rights in respect of any later failure.
- (d) Time is of the essence of this Agreement.
- (e) This Agreement may be executed in several counterparts and by facsimile or by electronic mail, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
- (f) Any amounts owing by the Licensee to the College pursuant to this Agreement shall survive the termination of this Agreement for a period of two (2) years thereafter, notwithstanding anything in this Agreement to the contrary.
- (g) This Agreement sets out the entire agreement between the parties with respect to the subject matter of this Agreement and replaces any prior room license granted by the College to the Licensee.

8. MEAL PLANS

- (a) If residing in Centennial Village, the Licensee acknowledges and agrees that it is a mandatory requirement of this agreement to select one of the following meal plans. If residing in College Courts Townhouses, it is optional for the Licensee to select one of the following meal plans:
 - (i) Plan 1 (Commuter Plan). Meal plan cycle Sunday dinner to Friday lunch;
or
 - (ii) Plan 2 (Full Meal Plan). Continuous dining 7 days per week;

(individually, a "**Meal Plan**" and collectively, the "**Meal Plans**").

The Meal Plan selected by the Licensee shall run concurrently with the Term of this Agreement and shall expire after lunch on the expiry date of this Agreement.

- (b) The Licensee acknowledges and agrees that his/her Olds College ID card will be coded with his/her selected Meal Plan and should be treated as a credit card. In the event the Licensee loses his/her Olds College ID card, the Licensee

should immediately report same at the Learning Commons or IT Services. The Licensee acknowledges and agrees that he/she is solely responsible for all purchases made on his/her Olds College ID card if stolen or lost up to the time it was reported missing. A replacement fee for the cost of lost, stolen or damaged Olds College ID card will be charged by the College at the time of re-issue.

- (c) In the event that the Licensee terminates this Agreement in accordance with section 6(h) herein, any Meal Plan refunds will be calculated at the end of the four (4) week notice period and returned to the Licensee in accordance with the terms and conditions thereof. The Licensee further acknowledges and agrees that the balance of any Meal Plan payment may be used by the College to clear any outstanding payments due to the College upon move out, prior to a refund being issued.
- (d) The Licensee may request a change to the Meal Plan once per semester free of charge. The change must be requested in person at the Office of the Registrar no later than two (2) weeks after the commencement of the Term of this Agreement. No requests for changes will be accepted after the foregoing deadline. The Licensee acknowledges and agrees that in the event that he/she shall continue on from the fall semester to the winter semester, the Licensee may request a change of his/her Meal Plan for the new semester starting in November.
- (e) The Licensee acknowledges and agrees that his/her Meal Plan is non-transferable between student accounts and that his/her Olds College ID card is also non-transferable and cannot be lent to anyone else. The Licensee further acknowledges and agrees that if he/she uses another person's Olds College ID card, he/she will be subject to card confiscation and possible disciplinary action.

DECLARATION

I, the Licensee, hereby:

- (a) certify that the information given in my original Residence application is correct and complete;
- (b) understand that falsifying documents or information on the application could result in eviction from the Room and any other housing offered by the College;
- (c) agree to fully comply with the policies, rules and regulations outlined in this Agreement and detailed in the current Campus Housing Handbook. I agree to abide by the Code of Conduct of the College and CHOC; and
- (d) agree to and do hereby release of my name, room number, photo identification and program/course of study with College campus Security and Food Services.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

**OLDS COLLEGE,
BY ITS DULY AUTHORIZED AGENT,
COLLEGE HOUSING (OLDS) CORP.**

Per: _____

Signed via electronic signature:

LICENSEE (STUDENT)

DATE SIGNED

PARENT/GUARDIAN IF LICENSEE IS
UNDER 18 YEARS OF AGE