



Fleming College

Residence

RESIDENT CONTRACT SIGNATURE FORM

THIS FORM MUST BE RETURNED BEFORE YOU MOVE IN

I have read and understand the information and regulations in the Resident Agreement, Residence Student Handbook, Student Rights & Responsibilities Policy, Harassment & Discrimination Policy, Information Technology Services Appropriate Use Policy and Reznets Policies & Procedures.

By signing this contract I accept and will abide by the meaning and intent of these documents and agree to their terms and conditions for the duration of the duration of stay in residence.

I accept responsibility for all residence fees, deposits and charges arising from occupancy of a residence space for the College academic year (two 15 week terms). Students enrolled in programs that do not run two consecutive terms must make arrangements with the residence office as rates differ depending on length of occupancy.

It is understood and agreed that the residence will be closed at 2:00 p.m. the day after the end of each semester. Residents must vacate, as the residence buildings will be closed between semesters (i.e. December break). Residents must make other arrangements for accommodation during this time. The semesters for the 2012-2013 year are listed below, please check boxes that apply to your academic program.

Fall/Winter Monday September 3 - Saturday December 15 2012 **AND**
Sunday January 6 - Saturday April 20, 2013

Winter/Summer Sunday January 6- Saturday April 20 2013 **AND**
Sunday May 5 - Saturday August 17 2013

Summer Sunday May 5 - Saturday August 17 2013

Other _____

Indicate the dates and academic program

Resident Contract and Authorization for Release of Personal Information

Pursuant to sections 21(1) and 42 of the Freedom of Information and Protection of Privacy Act (FIPPA), and in accordance with college policy concerning personal privacy, I authorize Fleming College Residence to release my name, email address and telephone number to the students who will be sharing a suite with me and to the Residence Life Staff. I understand that this authorization will remain in effect for the duration of my stay at the Fleming College Residence.

Student Name _____

Please print

Student Number _____ Date _____

Program Name _____

Resident Signature _____

Parent/Guardian Signature _____

If resident is under the age of 18

The college is unable release information regarding a student to a parent/guardian without the student's written consent.



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RESIDENT CONTRACT

This agreement is between Sir Sandford Fleming College (Hereinafter referred to as the "College") and the Resident. A resident must be a full time Fleming College student to reside in residence.

FINANCIAL OBLIGATIONS

1. The resident understands that by signing the Resident Contract Signature Form they are responsible to pay College residence fees and deposits according to the schedules and procedures set by the College and periodically amended, repealed or altered by the College.
2. It is the resident's responsibility to ensure payment is received by the college on or before due dates. Should a late payment occur, a \$75.00 late fee will be applied to the resident's account.
3. Any Residence fees or deposits that are paid by-cheque and returned to the College by the bank for any reason whatsoever, the resident agrees to pay residence fees or deposits by cash, certified cheque, credit card or money order and an additional administrative fee of \$30.00 for non sufficient funds.
4. Residents who request their residence fees be deducted from their OSAP (Canada Student Loan/Ontario Student Loan) entitlement (not including application fee or deposits) must complete a Residence Fee Deferral Form. If the amount received from OSAP does not cover the full amount of the residence fees, the resident agrees to pay the full amount or the balance owing within ten business days after being notified in writing by the Residence Life Office. A \$125.00 non-refundable fee will be charged to defer payment and must accompany the fee deferral form.
5. The College may accept residence fees in arrears before or after its notification to a resident to vacate the residence, without prejudice to its right under this agreement to require that the resident vacate.
6. Residents who confirm a residence space before moving into residence and then withdraw less than 21 days prior to the start date of an academic semester will be charged a \$150.00 Administrative Fee and 30 days of residence fees. If the space is filled with a new student within the 30 days a pro-rated refund of residence fees will be issued.
7. Residents who have signed out keys and then withdraw after the start of the academic semester will be charged a \$150.00 Administrative Fee, plus any other residence fees/charges incurred during their.
8. All refunds are by paid by the original method of payment directly to the student and/or credit card holder.
9. The College reserves the right to withhold the marks and/or diploma of a resident until such resident has paid all outstanding monies owed.

TERMINATION OF RESIDENCY

10. A resident must provide a minimum of 60 days notice to vacate their residence space without being responsible for semester fees for breaking their resident contract. The resident will be responsible for a \$150.00 administrative fee. The 60 days notice will begin when a completed withdrawal form is submitted to the Residence Life Office.
11. If a resident chooses to or is required to vacate the residence without 60 days notice for any reason he/she is responsible for up to two months (60 days) of their residence fees and a \$150.00 administrative fee if notice is less than 54 days. A pro-rated amount will be refunded if a replacement can be found suitable to the Manager of Residence Life.
12. When a resident moves out of residence they are placed on a refund list in the order of the date the withdrawal was submitted to the Residence Life Office. This wait list will be used and a pro-rated refund will be issued to the first person on the list when a residence space is filled with a new student. Subsequent requests from new students for a residence space will continue down the wait list.
13. Room transfers from current residents do not qualify as a new resident residing in a vacant room.
14. The College may require a resident to vacate the residence for any default under, breach or contravention of this

Agreement, the Residence Code of Behaviour, the Student Rights & Responsibilities Policy, the Harassment & Discrimination Policy, the Information Technology Services Appropriate Use Policy and the RezNet Polices & Procedures by giving the resident written notice forty-eight (48) hours in advance. This notice period may be less depending on the seriousness of the violation.

15. Any outstanding dollars owed to the residence and/or the College (i.e. residence fees, fines, damages, etc.) will be deducted from the \$350.00 caution and key deposit before a final refund is issued. If the amount exceeds the dollars on deposit a summary of charges will be issued to the resident and will be payable to Sir Sandford Fleming College within 10 business days after receiving their final summary of charges.

COLLEGE AND RESIDENT RESPONSIBILITIES

16. The College is not responsible for housekeeping in areas other than those outside the residence suites. Residents must keep their rooms, shared common space and all appliances in the suite clean. Garbage and recycling is to be disposed of on a regular basis. Upon vacating the residence, residents shall leave the premises in a neat, tidy and orderly condition and remove all items owned by them.
17. The College shall be responsible for the mechanical and electrical maintenance of the appliances provided. It is understood that if these appliances require repairs for any reason other than normal wear and tear, then the cost of repair shall be charged to the resident causing the damage or if no resident claims responsibility for the repair, then the cost of repair shall be charged equally amongst those residents who occupy the suite.
18. Each bedroom has a direct connection to the College's IT network and is included in the residence fees. Bedrooms (Sutherland Residence Village Only) have a telephone (local calls only) included in the residence fees.
19. The College has the sole authority to assign rooms and accommodation. The College may in its discretion transfer residents to different rooms for a reason which in its sole discretion it deems to be good and sufficient. Room transfers can only take place once authorization has been granted by the Manager of Residence Life and communicated to all parties. There is a \$50.00 Administrative Fee for room transfers.
20. Residents are responsible for all damages, deficiencies or losses that they or their guests cause to the residence and to the premises that they occupy, (i.e. their room, shared quarters in the suite, and the public areas).
21. Residents must advise the College on the Bedroom and Common Area Inspection Reports of any damages, deficiencies or other problems regarding the condition of rooms, furnishings, the operating condition of the appliances, and of the shared common space within 48 hours after taking possession of the premises. If the form is not received, it will be assumed that the room/suite and its furnishings and appliances are in satisfactory condition and in good working order. This information will be used when the resident vacates the residence.
22. For damages, deficiencies or other problems discovered in shared living quarters each resident shall pay his/her portion of the costs and/or repair. This portion shall be calculated as the percentage of the floor space occupied by the resident unless the College can determine the resident responsible for the damage, deficiency or other problem. Residents must not attempt to fix or repair any damages and must report all such damage or any problems to the office.
23. The resident agrees that the College is not responsible in contract or in law or in any other manner for any injury to the resident or his/her guests or for losses or damage to property owned by or under the control of the resident or his/her guests.
24. The resident agrees to indemnify the College for any losses, expenses and costs sustained by the College as a result, direct or indirect, of the resident or his/her guests wilful or negligent acts.
25. The College assumes no liability for lost, stolen or damaged items of personal property. It is the responsibility of the resident to lock their doors and to arrange for content insurance coverage.
26. In the event that any portion of this agreement is found to be unenforceable or invalid, the remainder of the agreement shall stand.
27. I understand and agree to allow the College; its agents or employees, to enter my room and/or suite at any time in case of an emergency, and at least twice a semester for the purpose of inspection of the premises
28. I understand and agree to allow Fleming College Residence to use my photographic/video image for publicity and marketing efforts in both electronic and print form. Images may be taken during residence sponsored events such as community floor dinners, educational awareness sessions, social field trips, etc. If any resident does not want their image used for the reasons stated they can opt out by contacting the Manager of Residence Life.