

This Agreement contains provisions that create obligations for the GUEST and/or SPONSORING University of Toronto (UofT) DEPARTMENT and/or SPONSORING UofT Mississauga STUDENT and imposes financial and/or other responsibilities and/or penalties should the Guest(s) fail to fulfill their obligations. Please read this Agreement carefully before signing.

This Agreement is made this _____ day of _____, 20__.

between

The University of Toronto Mississauga
hereinafter called the "UNIVERSITY"

and

The sponsoring UofT department or UofT Mississauga student
hereinafter called the "SPONSOR"

and

(please print)
hereinafter called the "GUEST"

PREMISES

Period and Terms of Occupancy

1. The University agrees that the Guest(s) may use and occupy the premises, including both the individual room and designated common areas assigned, (hereinafter referred to as the "premises") during the periods beginning with the occupancy dates outlined in Guest Housing Request Form.

(a) Occupancy start dates

Guest(s) are entitled to occupy their rooms as of 4:00pm on the arrival date agreed upon. Keys can be picked up from the Residence Services Desk located in Oscar Peterson Hall as of 4:00pm on the scheduled arrival date.

(b) Occupancy end dates

The period covered by this Agreement ends at 1:00pm on the departure date agreed upon. Keys must be returned to the Residence Services Desk located in Oscar Peterson Hall by 1:00pm on the scheduled departure date.

(c) Cancellation prior to occupancy

If the Sponsor wishes to cancel this Agreement before the Guest(s) take occupancy, the Sponsor must do so in writing at least 48 hours prior to the arrival date. Failure to cancel within this timeline will result in a penalty charge to the Sponsor equal to one day's rental of the booked space.

CONFIRMATION

2. The Sponsor will receive a reservation confirmation via e-mail.

STATUS AND TERMINATION

3. The Guest(s) acknowledge and agree that they are entitled to occupy the premises as affiliates of UofT Mississauga.

(a) Guest Eviction

In the circumstance where the Guest(s) breach any of the provisions, rules or regulations contained in, or incorporated as part of this Agreement, the University reserves the right to terminate the Agreement with the Sponsor **immediately** upon written notice to the Guest(s), **without any refund of remitted fees or deposits**.

CONDUCT

4. Guest(s) are not permitted to interfere with the right of any other Resident to the peaceful and reasonable enjoyment of his/her room and common privileges, or to endanger the safety and security of any individual through such activities as may be harmful as determined by the University. Every individual is equal in dignity and worth and shall be provided equal rights and opportunities without discrimination or harassment.

While recognizing the importance of free inquiry and open discussion of all issues, the University's commitment to developing, maintaining and safeguarding a residence atmosphere free from discriminatory harassment means that words, symbols and/or actions, which make the educational and social environment at the University hostile, insulting, threatening or unwelcoming for a person because of his or her race, gender, religion, colour, creed, disability, sexual orientation, marital status, family status, national origin, ancestry or age, will not be tolerated. The University accepts its responsibility to promote actively, through educational experiences, the values of tolerance and diversity essential to the free exchange of ideas and a productive learning environment. Further, the University will pursue remedies and apply sanctions as necessary in response to violations of this rule concerning discriminatory harassment. Any assaulting or violent conduct, physical threats, or intimidation, any deliberate destruction or removal of University property such as vandalism or theft, will result in eviction from the premises.

Individual Guest(s) have a right to manage their own health and wellness. Guest(s) must ensure that issues related to mental or physical health do not endanger safety and security to themselves or to others within the residence community. Mental or physical health activities deemed harmful, as determined by the University, may result in disciplinary or educational sanctions for Resident misconduct, including possible eviction from residence.

GUEST/ SPONSOR AGREEMENTS

5. The Guest(s) and Sponsor contract with the University that they:

- (a) will observe and abide by residence policies (Section 8), administrative procedures and regulations as outlined in this Agreement, and as such variations, modifications and additions to such rules and regulations as the University may make from time to time whether before or after the date of this Agreement. The Guest(s) and Sponsor agree that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein. The Guest(s) further agree that their guests and visitors will duly observe all such rules and regulations, and that the Guest(s) will be held accountable for any breach of the rules or regulations by their visitors;
- (b) will pay all fees prior to or on the arrival date by Financial Information System (FIS) numbers if sponsored by a university department, or via VISA, MasterCard, Certified Cheque or Money Order payable to the University of Toronto if billed to the sponsoring UofT Mississauga student or directly to the Guest(s).
- (c) will not use the premises, or permit them to be used, other than as guest accommodation for the number of persons stated on the Guest Housing Request Form;
- (d) will not permit the premises to be occupied by any person or persons other than the registered Guest(s) with the department of Student Housing & Residence Life as outlined on the Guest Housing Request Form or as otherwise authorized by the University; nor will they sublet the premises or any part thereof;
- (e) will not make any alterations or additions, or change the premises in any way;
- (f) will allow the University, its employees, maintenance staff and agents at all reasonable times to enter and view the state of repair of the premises and to undertake such repairs, alterations, or maintenance as the University may deem advisable, or as the University may be required to make by law. Except in the case of an emergency, such entry shall be made between the hours of 8:00am and 8:00pm. In the case of an emergency, the Director or his/her assigned designate(s) will reserve the right to enter the premises at any time deemed necessary;
- (g) will conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not cause a disturbance or nuisance or interfere with the occupancy or peaceful enjoyment of the residence by other Residents or permitted Guest(s). The Sponsor will be responsible for damage caused and/or actions by the wilful or negligent act of the Guest(s) or of any person whom the permits on the premises;
- (h) will leave the premises at the end of the Agreement in the same condition as when they took possession;
- (i) will not tamper with fire safety equipment;
- (j) will comply with the UofT Mississauga Internet Access Agreement as detailed via the UofT Mississauga Computing Services website at <http://www.utm.utoronto.ca/computing>;
- (k) will comply with all by-laws of the City of Mississauga and other lawful authorities affecting the premises or occupancy thereof, including all Provincial liquor laws, and Federal laws prohibiting the possession, or use, or sale of illegal drugs. The University hereby cautions and warns all Guest(s) that violation of drug law anywhere on University property may result in the Guest(s) immediate eviction from residence without further warning and such other legal action as the University may consider appropriate in the circumstances.
- (l) will comply with the Parking Services Rules & Regulations found at <http://www.utm.utoronto.ca/parking>. In the event of the permit being lost, a replacement fee of \$100 will be charged to the Sponsor.

INJURY, THEFT AND DAMAGE TO PREMISES

6. The University will not be liable for loss, or damage to, or theft of personal belongings in or about the premises or the residence building. Guest(s) are advised to carry adequate personal insurance to cover loss or damage to their belongings. The University will not be responsible for any kind of injury, damage or loss caused to the Guest(s), their guests or invitees while in or about the residence buildings or the University campus.

CONDONATION OF BREACH NOT A WAIVER

7. Any excusing, condoning, or overlooking by the University of any default, breach or non-observance by a Guest(s), of any condition or regulation of this Agreement will not operate as a waiver of the University's rights under this Agreement in respect of subsequent defaults, breaches or non-observances of terms of this Agreement.

HOUSING POLICIES

8. The Guest(s) are bound by the following policies and procedures. These policies and procedures apply to the Guest(s) occupancy on campus.

Quiet Hours

(a) Quiet Hours during the week (Sunday through Wednesday) begin at 11:00pm and continue until 8:00am the following morning. Thursday through Saturday, quiet hours begin at 1:00am and continue until 8:00am the following morning;

Use of Keys and Key Cards

(b) Keys are issued to the Guest(s). Secure and responsible use of assigned keys rests with them, and as such, keycards must not be redistributed or loaned to other Residents or Guest(s). If the Guest(s) are locked out of their room, they can contact the Community Development Coordinator to unlock the door. In the event of the keycard being lost, there will be a replacement charge of \$25.00. The Guest(s) will also be responsible for damage to a lock due to negligent or malicious behaviour of the Guest(s);

Alcohol, Drugs and Smoking

- (c) Alcohol may be consumed on the premises only by those Guest(s) and their visitors who are at least nineteen (19) years of age;
- (d) Illegal Drugs are not permitted in residence. Possession, use, or sale of illegal drugs will result in immediate eviction from the premises;
- (e) Smoking is not permitted inside any residence building. Smoking is permitted outside residence buildings, at least 9 meters away from adjacent doors and windows;

Fire Equipment

(f) Proper use of fire equipment is paramount to maintaining a secure residence community. The misuse of, or tampering with, fire extinguishers, smoke detectors, or fire alarm systems will result in immediate eviction, and could result in subsequent criminal prosecution;

Damages

(g) Damages to the unit must be promptly reported to the department of Student Housing & Residence Life, Residence Services Desk, located in Oscar Peterson Hall;

(h) Guest(s) and Sponsors are not permitted to make their own arrangements for repairs to their residence or the adjacent facilities;

Storage, Furnishings and Use of Common Areas

(i) Storage of belongings outside of the premises (townhouse or apartment) is prohibited. Guest(s) will not remove any fixtures, furniture or furnishings (mattresses, curtains) from the premises or common areas of the residence, including moving furniture outdoors;

Firearms and Possession of Prohibited Materials

(j) Possession, storage, or use of any firearm or weapon, or any burning fluid, chemical oils, gunpowder, firecracker, or any other explosive, flammable, dangerous, offensive or illegal substance or object except those object of normal use and fire tested are prohibited;

Pets

(k) Guest(s) will not keep or allow in or upon the premises any animal of any kind without the written permission of the Director of Residence & Student Life or his/her designate;

Housekeeping

(l) Caretaking staff will access the unit on a Weekly cleaning service including a change of linens, garbage removal and light housekeeping will be provided by the department of Student Housing & Residence Life on a weekly basis.

HEADINGS

11. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

Please Read Carefully and Sign Accordingly

I acknowledge that I have read the Undergraduate Housing Occupancy Agreement in its entirety.

I understand that the terms of the Agreement affect my rights and obligations as a Resident of the University of Toronto Mississauga and I agree to be bound by all the terms, conditions, rules and regulations stated or incorporated by reference herein.

Print Name of Guest	Student/Employment Number
X _____ Guest Signature	
_____ Date (Month/Day/Year)	

Please sign and return this page to the University with the other application materials and appropriate deposit on or before the deadline as outlined in Section 2 of this Agreement.

Please retain a copy of this signed document for your records.

Emergency Contact Information

I acknowledge and allow the University to contact my parents or next of kin, in case of emergency or in cases where Resident behaviour is deemed to be a threat to the safety, security and/or wellbeing of the Resident or other community members, or where the Resident is otherwise incapacitated.

_____ Emergency Contact Name (Surname, Given Name)
_____ Phone Number (Home)
_____ Phone Number (Cell/Work)
_____ Email
_____ Relation