

STUDENT RESIDENT AGREEMENT – 2024/2025

Conestoga College Student Apartments & Suites - Milton
1259 Lily Crescent,
Milton, ON

NOTICE

ATTENTION. THE RESIDENT (AS DEFINED BELOW) SHOULD CAREFULLY READ THE FOLLOWING STUDENT RESIDENT AGREEMENT. THE FOLLOWING STUDENT RESIDENT AGREEMENT WILL BE LEGALLY BINDING ON THE RESIDENT BY SIGNING THEIR NAME WHERE PROMPTED AS PART OF THE APPLICATION (AS DEFINED BELOW) OR OTHERWISE ACCEPTING THIS STUDENT RESIDENT AGREEMENT EITHER THROUGH THE PAYMENT OF THE RESIDENCE FEE (AS DEFINED BELOW) OR THE ACCEPTANCE OF THE PREMISES (AS DEFINED BELOW) WHICH, IN EACH FOREGOING CASE OF ACCEPTANCE, THE RESIDENT AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS STUDENT RESIDENT AGREEMENT.

PREAMBLE

This Student Resident Agreement (the “**Agreement**”) is a legal contract that outlines the obligations of the Resident, the Institution (as defined below) and the Manager (as defined below). The terms and conditions of this Agreement have been designed to ensure that the Resident enjoys a safe, respectful community living environment that is conducive to academic success. The Resident is expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Through the online Residence Application process (the “**Application**”) the Resident is required to read and agree to the terms of this Agreement before completing their Application. The Resident is advised to download a copy of this Agreement and save it for their records. The Resident is also advised to share a copy of this Agreement with their Primary Contact (as defined below) and Secondary Contact (as defined below), as more particularly identified in the Application. In some circumstances, the Manager may require that an original copy of this Agreement is signed by the Resident, and in those circumstances, each of the pages of this Agreement must be initialed by the Resident.

This Agreement is deemed to not be subject to the *Residential Tenancies Act, 2006* on the basis that the accommodations provided for herein are subject to an exemption thereunder. Other applicable federal or provincial legislation, as well as the Institution’s policies, procedures and Code of Conduct (as defined below), do apply and will be adhered to at all times by the Resident.

The *Income Tax Act (Canada)* imposes limits on the amount of residence fees, if any, which may be claimed by a payor for tax purposes. The Resident is advised to seek professional advice regarding any filings made under the *Income Tax Act (Canada)* related to either the Residence (as defined below) and/or the Residence Fee.

1. INTRODUCTION

This Agreement is made this ____ day of _____, 20__ between **Campus Living Centres Inc.** (the “**Manager**”), as agent for, **The Conestoga College Institute of Technology and Advanced Learning** (the “**Institution**”), the Institution and _____ (the “**Resident**”).

In consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto covenant and agree as follows:

1.01 Suite. The Manager hereby agrees to provide to the Resident occupancy of a single or shared room (the “**Premises**”) located in a shared unit (the “**Suite**”) in the building (the “**Residence**”) on the lands (the “**Lands**”) currently owned by the Institution and known as “**Conestoga College Student Apartments & Suites**”, for the duration of the Term (as defined below), subject to and in accordance with the terms of this Agreement, along with the non-exclusive right to use the common areas located within: (i) the Suite, including the bathrooms, living space and kitchen; and (ii) the Residence, including the laundry room. The number of residents occupying the Suite shall vary according to the Suite assigned to the Resident.

The Resident acknowledges and agrees that the Premises, the Suite, the Residence and the Lands are being provided on an “as is, where is” basis and without any expressed or implied agreement, representation or warranty of any kind whatsoever as to condition, physical characteristics, the existence of latent or patent defects, any environmental matter, or quality, of the Premises, the Suite, the Residence or the Lands, or any and all chattels, fixtures and improvements located therein or thereon.

1.02 Use. The Resident agrees to use the Premises, the Suite, the Residence and the Lands for residential dwelling purposes only and for no other purpose including, without limitation, for any business purpose, and to abide by the covenants, agreements, rules and regulations of this Agreement. The Resident further agrees to not permit the use of the Premises, the Suite, the Residence or the Lands by any other person other than the Resident or any other residents designated by the Manager for any purpose whatsoever except as expressly provided for and permitted under this Agreement.

1.03 Term. The Resident shall occupy the Premises for one of the following types of terms (the “**Term**”): (a) “Winter 8-Month Term 2025” or (b) “Annual Academic Year as Determined by Manager”. Each Term is related to the academic terms of the Institution and commences at 08:00 a.m. on the corresponding “Move-In Day” and ends at 11:00 a.m. on the corresponding “Move-Out Day” as more particularly set out in Table 1 as follows and as may be further determined by the Manager from time to time:

Table 1: Term, Move-In Day and Move-Out Day

Term	Commencement (“Move-In Day”)	End (“Move-Out Day”)	Total Days In Term
Winter 8-Month Term 2025	January 5, 2025	August 26, 2025	233
Annual Academic Year as Determined by Manager	TBD	TBD	TBD

The Resident must complete a new Application for each additional Term (each, an “**Additional Term**”) which they wish to occupy the Premises, which such the Resident will, for the purposes of such new Application, be required to review and agree to the then current form of this Agreement in force. Residents will be granted the first opportunity amongst Institution students to complete an Application and will be provided a deadline, as determined by the Manager, by which they must exercise such opportunity and declare their interest in occupying the Premises for an Additional Term. New Applications by the Resident can be denied acceptance at the discretion of the Manager, including, without limitation, due to any current or previous violations of this Agreement by the Resident. The Resident may be required to re-locate from the Premises into alternate premises, which such alternate premises may be in the original or an alternate Suite and such Suite may be in the original or an alternate Residence, for any Additional Term, as determined by the Manager. If the Manager is unable to give possession of the Premises on the commencement of the Term or any Additional Term for any reason, neither the Manager nor Institution shall be subject to any liability to the Resident, and the Manager shall give possession as soon as they are able to do so. Failure to give possession on the date of commencement of the Term or any Additional Term shall not in any way affect the validity of this Agreement, the obligations of the Resident or in any way be construed to extend the Term of this Agreement.

1.04 Acknowledgement of Services and Responsibility of the Manager. The Resident acknowledges and agrees that neither the Manager nor the Institution is acting or at any time shall act as, or as agent for, a parent, guardian, or other legal custodian or caretaker of the Resident. The Residence constitutes a living accommodation being provided by the Institution for independent students of the Institution who are expected to be responsible and accountable for their own personal needs and their interactions with their fellow residents. The Residence does not constitute, nor are either the Manager or the Institution providing, any form of residential care for the Resident other than through the provision of the Premises in accordance with the terms and conditions of this Agreement.

The Manager is responsible for the maintenance and operation of the Residence pursuant to the terms and conditions of this Agreement. The Manager may, from time to time, in consultation with the Institution and otherwise in its sole and unfettered discretion, establish new, and/or amend existing, policies, protocols and guidelines for residents designed to uphold and ensure compliance with the standards set by the Manager for the Premises, Suite, Residence and/or Lands, all of which shall constitute part of the code of conduct of the Institution (the “**Code of Conduct**”). The Resident hereby acknowledges and agrees that they are solely responsible for their review of and compliance with the Code of Conduct, which such Code of Conduct is available at: www.conestogac.on.ca/about/corporate-information/policies. Any violation of the Code of Conduct, or the rules and regulations set out in Section 7 of this Agreement, by the Resident may be grounds for discipline, which such discipline shall be at the sole and exclusive discretion of the Manager and/or the Institution and may include, without limitation, eviction from the Premises, and/or suspension and/or expulsion from the Institution.

1.05 Conditions of Occupancy. The Resident may not occupy the Premises until each of the following conditions precedent has been completed to the satisfaction of the Manager, as determined by the Manager in its sole and absolute discretion: (i) the Resident is an Institution Student (as defined below); (ii) this Agreement is accepted by all the parties hereto; (iii) the Residence Fee (as stated in Section 2.01 of this Agreement) then due and payable is paid in full; (iv) the Manager has designated the Premises for the Resident; and (v) the Resident meets any and all additional conditions precedent to occupancy established by the Manager and/or the Institution, as determined by either of them in their sole and unfettered discretion, including, without limitation, any conditions precedent with respect to the vaccination status of the Resident, in each case only to the fullest extent as permitted by applicable law. For the purposes of this Section, “**Institution Student**” means any person who: (i) is accepted into and due to be admitted, registered, enrolled or attending any Institution program within 120 days of entering into this Agreement; (ii) is admitted, registered, enrolled or attending the Institution as a full-time student in good standing; or (iii) has graduated from an Institution program no earlier than 120 days prior to the last day of the Term provided for in this Agreement.

1.06 Force Majeure. Notwithstanding anything to the contrary in this Agreement, where the Manager or the Institution is bona fide delayed, hindered in, or prevented from the performance of any term, covenant or act required of them under this Agreement, including, without limitation, delivery of the Premises for occupancy, by reason of strikes, labour troubles; inability to procure materials or services; power failure; governmental laws or regulations; riots; insurrection; sabotage; rebellion; disease; epidemic; public health or safety concerns; war; act of God or other reasons whether of a like nature or not, which is not the fault of the Manager or the Institution, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period of the expiration of the period of the delay. The Resident hereby acknowledges and confirms that the Manager may, in its sole and unfettered discretion and otherwise in consultation with the Institution,

establish new, and/or amend existing, policies, protocols and guidelines, which such new and/or amended policies, protocols and guidelines shall be reflected in and comprise a part of the Code of Conduct, to address the cause(s) or effect(s) of such delay(s).

1.07 Assignment and Subletting. The Resident acknowledges and agrees that they shall not assign, sublet or share all or any portion of the Premises or the Suite at any time throughout the Term without the prior written consent of the Manager which consent may be subject to additional terms, conditions and procedures, as may be determined by the Manager from time to time, and/or unreasonably or arbitrarily withheld. The Resident acknowledges that, in the event the Premises is sublet or assigned, the Resident shall continue to be bound by all of the provisions of this Agreement, including the obligation to pay the Residence Fee set out hereunder, until such time as the occupancy is terminated. The Resident further acknowledges that any assignee or subletter must vacate the Premises and the Resident must deliver vacant possession of the Premises upon termination of this Agreement in accordance with the terms and conditions of this Agreement. It is acknowledged that any Residence Fee paid by the assignee or subletter to the Manager shall be deemed to be paid on behalf of the Resident but only during the term of the assignment or sublease approved by the Manager.

1.08 Scope. This Agreement shall apply to the Resident, and the Resident shall be required to adhere to the terms and conditions hereof, during the entirety of their occupation of the Premises, regardless of whether such occupation, or any part thereof, falls outside the Move-In Day and the Move-Out Day of the Term as more particularly set out in Section 1.03 of this Agreement.

2. RESIDENCE FEES

2.01 Residence Fees. The parties hereby acknowledge and agree that the Resident shall occupy the Premises throughout the Term for the corresponding fee set out in the below Table 2 (the "Residence Fee"), such Residence Fee to be paid on the applicable payment schedule set out in the below Table 2, without any deduction, abatement or setoff whatsoever. Where this Agreement is entered into between the parties after a date on which the Residence Fee or any portion thereof is due in accordance with the below Table 2, the Resident must pay such Residence Fee or portion thereof then payable within 48 hours of acceptance of this Agreement.

2.02 Payment of Fees. All fees and other amounts payable by the Resident pursuant to this Agreement (including, without limitation, the Residence Fee) shall be made payable to "CLC Conestoga" and delivered to the Manager on the dates required pursuant to the below Table 2 or otherwise in accordance with this Agreement. Acceptable forms of payment include cash, certified cheque, bank draft, money order, debit card payment, or payment by an online payment system as may be designated by the Manager from time to time. Personal cheques will not be accepted.

Table 2: Fees & Payments

Winter Academic Year 8-Month Term 2025 - Payment Schedule - 4 Bedroom Suite - Individual Room	
(a)	\$5,992.00 payable as to \$2,996.00 on or before November 15, 2024 at 5:00 p.m. and \$2,996.00 on or before February 15, 2025 at 5:00pm.
(b)	\$5,992.00 payable as to \$1,498.00 on or before November 15, 2024 at 5:00 p.m. and as to \$749.00 on or before January 15, 2025 at 5:00 p.m. and as to \$749.00 on or before February 15, 2025 at 5:00 p.m. , and as to \$749.00 on or before March 15, 2025 , and as to \$749.00 on or before April 15, 2025 at 5:00pm , and as to \$749.00 on or before May 15, 2025 at 5:00pm and as to \$749.00 on or before June 15, 2025 at 5:00pm. This option (b) is subject to a non-refundable \$250 administration fee.
Winter Academic Year 8-Month Term 2025 - Payment Schedule - 4 Bedroom Suite - Shared Room	
(a)	\$3,992.00 payable as to \$1,996.00 on or before November 15, 2024 at 5:00 p.m. and \$1,996.00 on or before February 15, 2025 at 5:00pm.
(b)	\$3,992.00 payable as to \$998.00 on or before November 15, 2024 at 5:00 p.m. and as to \$499.00 on or before January 15, 2025 at 5:00 p.m. and as to \$499.00 on or before February 15, 2025 at 5:00 p.m. , and as to \$499.00 on or before March 15, 2025 , and as to \$499.00 on or before April 15, 2025 at 5:00pm , and as to \$499.00 on or before May 15, 2025 at 5:00pm and as to \$499.00 on or before June 15, 2025 at 5:00pm. This option (b) is subject to a non-refundable \$250 administration fee.
Annual Academic Year as Determined by Manager - Payment Schedule	
	\$ _____ payable as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. or
	\$ _____ payable as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. and as to \$ _____ on or before _____ at 5:00 p.m. This option is subject to a non-refundable \$250 administration fee.

2.03 Non-Payment of Fees. Failure by the Resident to pay any and all fees (including, without limitation, the Residence Fee) or other amounts due pursuant to this Agreement when same are due and owing may result in any one or more of the following: (i) the amount then due and owing being sent to a third-party collection agency; (ii) the amount then due and owing being subject to one or more late payment fees, as may be determined by the Manager from time to time; (iii)

an encumbrance on the Resident's student account with the Institution until such amount is repaid in full; and/or (iv) the withholding of the Resident's academic transcript and/or other academic sanctions, as may be determined by the Institution from time to time, until such amount is repaid in full.

2.04 No Waiver of Fees. Nothing in this Agreement, nor any entry into or re-possession of the Premises by the Manager, shall be deemed to, or constitute, a release of the Resident from any liability to which they are subject on account of their non-payment or late payment of any and all fees (including, without limitation, the Residence Fee) or other amounts due pursuant to this Agreement.

3. RESIDENCE PROCEDURES

3.01 Move-In Procedure. The Resident shall adhere to the Move-In Day times and procedures, as provided to them by the Manager from time to time. The Resident will be notified of the time which they may move into the Premises on Move-In Day. If the Resident wishes to move into the Premises prior to such scheduled date and/or time, the Resident may do so at the Manager's then-posted nightly rate and subject to availability, as determined by the Manager from time to time. The Resident agrees to exercise diligent care when moving into the Premises to avoid any damage to the floor coverings, walls, doorways and frames, and any and all other parts of the Premises, Suite, Residence and/or Lands. The Resident shall be responsible for, and pay forthwith on demand to the Manager, the cost of any and all damage caused to the Premises, Suite, Residence and/or Lands arising from the Resident's moving into the Premises.

3.02 Move-Out Procedure. The Resident may, prior to the last day of the Term, request (the "**Request**") that the Manager, or a designate thereof, attend to the Premises to complete a visual inspection thereof and of the Suite to view the state of cleanliness and repair (the "**Inspection**"). Where an Inspection is completed on such Request, the Manager, or a designate thereof, will conduct such Inspection and inform the Resident of any potential damage and/or cleaning charges which the Resident may be subject to on account of the then current state of the Premises and/or the Suite, and outline what rectifying steps the Resident may take prior to their moving out of the Premises to mitigate such charges. If no Request is made, such Inspection shall take place once the Resident has vacated the Premises. The Resident agrees to exercise diligent care when moving out of the Premises to avoid any damage to the floor coverings, walls, doorways and frames, and any and all other parts of the Premises, Suite, Residence and/or Lands. The Resident shall be responsible for, and pay forthwith on demand to the Manager, the cost of any and all damage caused to the Premises, Suite, Residence and/or Lands arising from the Resident's moving out of the Premises.

3.03 Condition of the Premises. Upon expiration, or earlier termination, of this Agreement, the Resident shall deliver vacant possession of the Premises to the Manager in its original condition with all personal property removed therefrom. Any property of the Resident left at the Premises, the Suite and/or the Residence upon expiration of this Agreement shall automatically become the property of the Manager and may be dealt with, or disposed of, by the Manager as it sees fit, which cost of such disposition shall be the responsibility of the Resident, and such amount shall be billed accordingly to the Resident. On vacation of the Premises by the Resident, the Manager, or a designate thereof, will complete a final inspection of the Premises and the Suite, and where a deficiency in the Premises and/or the Suite is found, the cost to rectify such deficiency to return the Premises and/or the Suite to its original condition, which cost shall be a minimum of \$50.00, shall be the responsibility of the Resident, and such amount shall be billed accordingly to the Resident.

3.03 Roommates. The Resident may be notified prior to Move-In Day of the name and contact information of the resident(s) with whom they are sharing the Premises and/or Suite with (the "**Roommate**"). The Resident hereby acknowledges and consents that the Roommate may also be notified of the Resident's name and contact information prior to Move-In Day, which such disclosure is made to enable the Resident and their Roommate to get acquainted and to arrange, if they should wish, to bring common supplies to the Premises or Suite. The Resident may request the Manager change their Roommate for cause, provided there is no guarantee that such request will be accommodated. Where a change in Roommate has been requested, the first priority of the Manager shall be to mediate the dispute which led to such request being made. Where the Manager determines that a change in Roommate is required, such change may, where no unanimous agreement can be reached between the parties involved, result in the Resident or the Roommate being relocated to a different Premises and/or Suite within the Residence, subject to availability and at the sole and absolute discretion of the Manager.

3.04 Relocation. The Manager retains the right, at any time throughout the Term, to relocate the Resident to alternate premises within the Residence or to another Residence, upon at least forty-eight (48) hours' advance written notice. The Resident hereby agrees to comply with any and all notices regarding relocation provided to them by the Manager and any and all terms thereof and to relocate to the premises designated in such notice. The Resident acknowledges and agrees that it is required to and shall comply with any and all initiatives of the Manager and/or the Institution made in relation to COVID-19 or any other public health or safety issue or emergency including, but not limited to, the relocation of the Resident to alternative premises; in such event, where re-location is required as part of a de-densifying strategy designed to address public health, safety or other concerns and alternative premises are not available to accommodate the Resident, the Manager may, in its sole and unfettered discretion, terminate this Agreement and reimburse the Resident their fair and reasonable costs, as determined by the Manager using the information then available, in full and final satisfaction of the Manager's and the Institution's obligations hereunder.

3.05 Deliveries and Solicitation. The Manager may control access to the Residence for deliveries. The Manager may allow reasonable access to the Residence, as determined by the Manager in their sole and absolute discretion, to political candidates and their representatives for the purpose of canvassing for support and delivering pamphlets.

3.06 Lost Keys, Lock Outs. The Manager may alter or add to the locking mechanisms on any doors of the Premises, the Suite and/or Residence as long as the Manager provides the Resident with replacement keys or access cards. The Resident will not change, add or alter any lock on any door. The Resident further agrees to return all keys and access cards to the Manager at the termination of their occupancy. The Resident will be responsible for the cost of replacing any lost keys (e.g. room key, mailbox key, etc.) or access cards, such cost to be determined by the Manager from time to time, up to a

maximum of \$200.00 per key or access card. Where the Resident has been locked out of the Premises, the Resident will be responsible for the cost of being let back into the Premises by the Manager, such cost to be determined by the Manager from time to time, up to a maximum of \$100.00 per occurrence.

4. RESIDENCE FACILITIES, MAINTENANCE AND SERVICES

4.01 Responsibility for Damages. Within 24 hours of taking possession of the Premises, the Resident shall complete a room inspection report (“**Room Inspection Report**”), which such Room Inspection Report shall set out all damage to, and deficiencies in, the Premises, the Suite, and any and all chattels, fixtures and improvements located therein or thereon, if any. The Resident shall maintain the Premises, the Suite, and any and all chattels, fixtures and improvements located therein or thereon to the same standard and condition as such Premises, Suite, chattels, fixtures and improvements existed at the time the Resident was granted possession of the Premises, subject only to reasonable wear and tear; or, where such Premises, Suite, chattels, fixtures and improvements were noted as being damaged or deficient by the Resident in the Room Inspection Report and were subsequently repaired by the Manager, to the same standard and condition as such Premises, Suite, chattels, fixtures, and improvements existed following such repair. The Resident hereby covenants to provide the Manager with prompt written notice of any damage, deficiency or disrepair which occurs with respect to the Premises, the Suite or the chattels, fixtures and improvements located therein or thereon, and to retain a copy of any such notice delivered by the Resident for the Resident’s own records.

4.02 Liability of Resident. The Resident hereby covenants and agrees to be responsible at all times throughout the Term for the condition of the Premises in accordance with the terms of this Agreement and the contents contained therein, and for any damage or loss thereto (except for any damage or loss which resulted from the negligence of the Manager and/or the Institution or which was noted in the Room Inspection Report and not repaired by the Manager). Without in any way limiting the foregoing, the Resident hereby further covenants and agrees that it shall be jointly and severally responsible, with the other occupant(s) of the Suite, for all damage or loss sustained in the common areas of the Suite and by the contents contained therein (except for any damage or loss which resulted from the negligence of the Manager and/or the Institution, or which was noted in the Room Inspection Report and not repaired by the Manager). Without in any way limiting the foregoing, the Resident hereby further covenants and agrees to be responsible for all damage or loss caused in the Residence or on the Lands (other than within the Premises or the Suite) by the negligence or willful act of the Resident, any guest or other person on the Premises with the Resident’s consent and any other person whom the Resident is responsible at law. The Resident hereby acknowledges and agrees that the Manager and the Institution and each of their respective employees, agents, directors, trustees, officers and members assume no responsibility for, and shall not be liable for, any loss or damage to the Resident’s personal property or injury to any person, however caused. The Resident hereby further acknowledges and agrees that they shall take positive steps to ensure their personal safety by locking their Suite and Premises doors, as applicable, and ensuring that only authorized persons enter their Premises and Suite and/or the Residence. **The Resident is strongly encouraged to maintain, at its sole cost, a policy of content insurance throughout the Term.** Neither the Manager nor the Institution shall carry insurance on behalf of or for the benefit of the Resident.

4.03 Damages to Common Areas. The Resident hereby covenants and agrees to take all actions associated with good citizenship including, without limitation, promptly reporting information about damages to and vandalism of any part of the common areas of the Suite, Residence and/or Lands, and those allegedly responsible for causing such damage and vandalism, to the Manager. Common areas include but are not limited to the following: kitchen, bathrooms, shared living spaces, corridors, lounges, laundry rooms, stairwells, the exterior of Premises doors, parking lots and any other public areas of the Suite and/or the Residence. Notwithstanding anything to the contrary contained in this Agreement, all costs for any damage or loss to any common areas of the Suite, Residence and/or Lands that cannot be traced to those directly responsible for such damage or loss shall be split equally among those occupants of the Residence or any part thereof as deemed reasonable and appropriate by the Manager in their sole and unfettered discretion.

4.04 Room Entry. The Manager, its agents, employees, representatives, professional advisors and tradespeople may enter the Premises and/or the Suite as follows: (a) in case of emergency or to ensure the health, safety or general community welfare, at any time; (b) at any time between 8:00 a.m. and 8:00 p.m. specifying the time of entry: (i) to carry out a repair or to do work in the Premises, the Suite or the Residence; (ii) to view or inspect the state of repair of the Premises, the Suite or of any system of the Residence; (iii) to silence an alarm or other noise within a living space that interferes with the reasonable enjoyment of the Residence by other residents; (iv) to reduce or prevent water damage during a flood or pipe burst; (v) to investigate compliance with and possible breaches of the terms and conditions applicable to the Resident; (vi) to ascertain if the Premises have been abandoned; or (vii) for any other reasonable reason as reasonably determined by the Manager; and (c) at any time with the consent of the Resident at the time of entry. The Resident agrees that the Manager, its agents, employees, representatives, professional advisors and tradespeople, may take notes or photographs of the Premises, including any personal possessions upon entry for any of the above reasons. Authorized agents, employees, representatives, professional advisors and tradespeople are supplied with a uniform and identification that is visible at all times.

4.05 Maintenance and Repairs. The Manager: (i) covenants to keep the Residence and the Lands in a good state of repair; (ii) makes no promise, to alter, remodel, decorate or to install appliances, equipment or fixtures in, upon, or to, the Premises, the Suite or the Residence, except as expressly set forth in this Agreement; and (iii) shall be entitled to enter the Premises and the Suite to view the state of repair or to make any necessary repairs or alterations, providing such entry is made in accordance with the terms of this Agreement. The Resident: (i) covenants to maintain an acceptable level of cleanliness in the Premises and the Suite, including regular cleaning of kitchen and bathroom facilities; and (ii) covenants not to do any of the following with respect to the Premises, the Suite and the Residence: (a) install appliances, fixtures, window coverings or carpeting; (b) alter, remodel, paint, wallpaper or decorate same; and (c) make any holes in the wall, including holes caused by nails, tacks or screws.

4.06 Limitation on Liability of Manager. The Manager and the Institution shall not, except in instances of their own gross negligence, be liable or responsible in any way for any personal injury, discomfort or death that may be suffered or sustained by the Resident, any occupant, any guest or other person on the Premises, the Suite, the Residence and/or the Lands, or any other person whom the Resident is responsible at law, or for any loss of or

damage or injury to any property, including vehicles and contents thereof, belonging to the Resident, any guest or other person, or any other person whom the Resident is responsible at law, while such property is on the Premises, the Suite, the Residence and/or the Lands. In particular, but without limiting the generality of the foregoing, the Manager and the Institution shall not be liable for any damage caused by:

- (a) gas, oil, steam, water, rain, snow or salt, which may leak into, issue or flow from any part of the Suite, the Premises or the Residence;
- (b) water, steam, sprinkler or drainage pipes or plumbing works of the same, or from any other place or quarter;
- (c) the condition or arrangement of any heating system, electrical or other wiring;
- (d) structural defects of the Residence or any portion thereof;
- (e) anything done or omitted to be done by any other student of the Institution;
- (f) anything done or omitted to be done by any agents, employees, representatives, professional advisors and tradespeople of either the Manager and/or the Institution;
- (g) any force or circumstance outside the direct control of either the Manager and/or the Institution;
- (h) acts of neglect by any owners or occupants of adjacent property; or
- (i) any steps taken to eliminate vermin.

The Resident hereby acknowledges and agrees that by accepting this Agreement and residing in the Premises, they understand and freely assume the risks associated with communicable diseases and other contagious viruses while residing in a communal living space. The Resident, on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, hereby waives and renounces their right to demand or make any claim against the Manager, the Institution, or any of the Manager's and/or Institution's employees, agents, officers, directors, governors, trustees, officer's, members, successors and assigns (collectively, the "**Indemnified Parties**") for, and indemnifies, releases and saves harmless the Indemnified Parties from, any and all costs, charges, liability, claims, expenses or loss due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care by either of the Manager and/or the Institution (collectively, "**Claims**") arising from or related to the provision of residential services or accommodation pursuant to the terms of this Agreement, including, without limitation, exposure to communicable diseases and contagious viruses. The Resident hereby further acknowledges and agrees to take all reasonable precautions and follow all recommendations made by public health authorities to mitigate the spread of any communicable diseases while living in the Premises. Failure by the Resident to adhere to the terms and conditions of this Agreement in connection with any measures related to communicable diseases and contagious viruses, including, without limitation, COVID-19, or to follow directions, rules, policies, procedures or guidelines, from the Manager, the Institution, or any employees, agents or representatives thereof, regarding communicable diseases and contagious viruses may result in sanctions against the Resident including, without limitation, eviction from the Premises.

4.07 Heating of Room. At all times during the Term, the Manager shall provide, operate and maintain in a good state of repair the heating system serving the Residence to ensure the Premises maintains a comfortable temperature as determined by the Manager from time to time. Where such heating system fails to meet the foregoing standard, the Manager will, on receipt of notice of such deficiency regarding the heating system from the Resident, use commercially reasonable efforts to restore the heating system to its normal function as soon as reasonably practicable. Notwithstanding the foregoing, neither the Manager nor the Institution shall be liable for any resulting discomfort, loss of or damage or injury to any persons or property, including, without limitation, the Resident or any vehicles and the contents thereof, due to the failure of the heating system to function as normal. The Resident hereby acknowledges and agrees that the Manager is not obligated to provide, and the Premises, Suite and/or Residence may not have, any air conditioning system.

4.08 Prohibited Items. The Resident hereby acknowledges and agrees that the only appliances which the Resident may bring onto the Residence or use in the Suite are those which bear a visible serial number and a CSA or UL identification tag. Notwithstanding the foregoing, the Resident hereby further acknowledges and agrees that: (i) only refrigeration appliances which are provided by the Manager as part of the Suite may be used by the Resident in the Suite and the Resident may not bring onto the Residence or any part thereof, any other refrigeration appliances; and (ii) only irons, toaster ovens, coffee makers, and electric kettles protected by automatic "shut off" features may be used by the Resident in the Suite. Appliances belonging to the Resident found in the Residence or any part thereof that do not bear a CSA or UL identification tag will be removed by the Manager at the Resident's sole cost and expense, and without any liability to the Resident whatsoever. Notwithstanding the foregoing, the following items are prohibited in the Residence and any part thereof: open coil hot plates, deep fryers, indoor barbecues, fondues and the like; pets; candles, incense, lava lamps, halogen lamps, large musical instruments or noise producing devices such as subwoofers and PA systems, illegal substances, alcohol and illegal drug paraphernalia, single serving glass alcohol containers (i.e. beer bottles, coolers, etc.), novelty glass liquor bottles, and large common source containers (i.e. kegs, 60 oz containers, etc.); weapons, replica weapons, or any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill. The Resident hereby acknowledges and agrees the foregoing list of prohibited items may be amended by the Manager at any time, as the Manager determines from time to time.

4.09 Cable Television, Telephone & Internet Services. The Resident may make long distance calls only through the use of a pre-paid phone card or, if the Resident is using a telephone provided by the Manager within the Premises, by charges made to a third-party number, in each case, at the Resident's sole cost and expense. Neither the Institution nor the Manager guarantees the availability of telephone service or cable television services in the Residence or any part thereof. Where the Resident wants additional cable television, telephone or internet services, above and beyond any that may be provided as "standard" by the Manager to the Residence or any part thereof, the Resident must request such additional services from, and, on submission of full details to, receive prior written approval from, the Manager and the Institution. Where a request for additional service is made with respect to internet services, the Institution may, at its sole and absolute discretion, allow the Resident either the use of the standard service provided to the Residence, or the alternate service requested by the Resident and approved by the Institution and the Manager, but the Institution shall not allow both to be used by the Resident at the same time. Where required, the Resident shall complete the Institution standard IT forms for the provision of any of the services addressed in this Section. The Resident is prohibited from cutting any wires, boring any holes, or using any wireless routers, routers or switches which are not permitted in the Residence or any part thereof. Any unauthorized services or equipment being used by the Resident on the Residence or any part thereof may be removed by the Manager, without notice or liability, at the Resident's sole

cost and expense. The Resident hereby acknowledges and agrees that they shall be bound by and adhere to the Manager's, Institutions and any third-party service provider's (as chosen by either the Manger and/or the Institution) current internet, cable television and telephone enrolment, account and usage policies.

4.10 No Moving of Supplied Furnishings. All furnishings and equipment supplied with the Premises and/or the Suite, whether on occupancy or any time during the Term, shall remain in the Premises and/or Suite, as applicable, for the entire duration of the Term. The Resident hereby covenants to return all furnishings in the Premises and/or Suite, if rearranged, at the conclusion of the Term, to their original position. The Resident hereby further covenants not to move any common area furniture into the Premises and/or Suite at any time during the Term.

4.11 No Removal or Substitution. The Resident hereby covenants not to remove, alter or change any property supplied with the Suite, whether on occupancy or any time during the Term, including, without limitation, any and all furnishings, fixtures, equipment, appliances, television sets, window screens, floor coverings and mattress coverings. The Resident shall use such items only for their intended purpose.

4.12 No Renovation or Installation. The alteration or renovation of the Residence facilities, furniture, fixtures, or equipment supplied in the Premises and/or the Suite is not permitted. Unauthorized changes to temperature settings or duct or diffuser settings in the Premises and/or the Suite, and any attempt to make changes to the heating system in the Premises and/or the Suite are prohibited. The Resident may not install any electrical equipment which will overload the capacity of a circuit. Altering or otherwise tampering with electrical systems is prohibited. The Resident may not install furnishings or equipment of any kind (including and not limited to; shelving, light fixtures, audio or visual equipment, satellite dishes and radio or television antenna(e)), without the prior written consent of the Manager. If any such furnishing or equipment is installed without the Manager's consent, the Resident will immediately remove it after notice from the Manager, failing which the Manager may remove the furnishing or equipment at the expense of the Resident without further notice and without liability to the Resident for any damage to the furnishing or equipment so removed. The Resident is responsible for paying the costs of repairing all damage to the Premises, Suite and/or Residence caused by the installation and removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent. The Resident is also liable for any damage to the property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent.

4.13 Decorations. The only acceptable form of affixing items to walls is the use of non-permanent double-sided tape or magic mounts, which such affixations must be removed by the Resident prior to the Resident vacating the Premises to avoid any charges to the Resident for the removal thereof. The use of adhesive LED strip lights, spikes, hooks, screws, tacks, nails or any permanent adhesion-type tape on the walls or woodwork, ceilings, furnishings, doors or windows of the Residence is not permitted; the cost of repairs for any damage caused by the use or removal of any of the foregoing prohibited items shall be the sole responsibility of the Resident and billed to the Resident accordingly. The Resident is not permitted to decorate any area outside of the Premises (including the exterior of the Premises door) except for special occasions approved by the Manager from time to time. Any strings of indoor lights used by the Resident must be kept away from direct contact with any flammable materials and may not be left on unattended.

4.14 Parking. The Institution may, from time to time, in its sole and unfettered discretion, establish new, and/or amend existing, policies, protocols and guidelines regarding the use of vehicles and the parking thereof on lands owned by the Institution, all of which shall constitute part of the parking policy of the Institution (the "**Parking Policy**"). The Resident hereby acknowledges and agrees that they are solely responsible for their review of and compliance with the Parking Policy, which such Parking Policy is available at: <https://www.conestogac.on.ca/parking-services>. Any violation of the Parking Policy by the Resident may be grounds for discipline, which such discipline shall be at the sole and exclusive discretion of the Institution and may include, without limitation, the removal or impounding of a vehicle, the imposition of fines, and/or suspension and/or expulsion from the Institution.

5. ROLE OF THE PRIMARY AND SECONDARY CONTACTS

5.01 Primary Contact and Secondary Contact. The Resident, in completing the Application, is required to identify a "Primary Contact" and a "Secondary Contact". It is strongly recommended that the Primary Contact and Secondary Contact designated by the Resident are the parents or legal guardians of the Resident. The Primary Contact serves as the individual that is contacted by the Manager where any issues arise with the Resident pursuant to this Agreement, as more particularly set out in Section 5.02 below. Where the Manager is unable to reach the Primary Contact, the Manager shall contact the Secondary Contact.

5.02 Consent to Contact Primary Contact and Secondary Contact. In most circumstance, i.e. circumstances concerning student conduct, the Resident will be treated without reference to their parents, guardians or designated Primary Contact or Secondary Contact. Notwithstanding the foregoing, the Manager and/or the Institution may elect, at any time, and for any purpose, to contact the Primary Contact and/or Secondary Contact designated by the Resident, including, without limitation, to advise them of any of the following: (i) any accident or injury to the Resident; (ii) any overdue financial payments pursuant to this Agreement; (iii) termination of this Agreement; (iv) any situation where the Manager or the Institution believe that the Resident may cause harm to themselves or another; and/or (v) if the Resident is placed on residence probation and/or issued any behavioural contracts or evicted from the Premises by the Manager. The Resident hereby authorizes the Institution and the Manager to contact their Primary Contact and their Secondary Contact in accordance with this Section, and acknowledges, agrees and consents to the Institution and the Manager disclosing any of the Resident's personal information during such communications.

6. FREEDOM OF INFORMATION

6.01 Freedom of Information. The Resident hereby acknowledges and agrees that they have read, understood, and consent to the following statement: "I, the Resident, consent to the Manager and/or the Institution collecting and disclosing to each other and their respective employees, contractors, agents, directors, trustees, officers and members, as well as security and other entities who have a reasonable interest in receiving the following information, personal information

about me concerning any misconduct or alleged misconduct perpetrated by me, or any misconduct of others reported or witnessed by me, as required by the Manager and/or the Institution to administer their respective rules of conduct and disciplinary proceedings. I understand that “**personal information**” for the purposes of this Section 6.01 includes, without limitation, my status as a student of the Institution, my academic status and grades at the Institution, my federal and provincial loan status for the purpose of room allocation, my official Institution identification number and photograph for the purpose of verifying my identity for the facilitation of services and for any investigation being conducted by the Manager and/or the Institution, any alleged misconduct perpetrated by me, my response to any such allegation of misconduct, the substance and status of any disciplinary proceedings I have taken part in and the penalty, if any, imposed on me as a result.”

6.02 Photograph Waiver. The Resident hereby grants permission to the Institution and the Manager to use photographs or videotapes taken of the Resident in or about the Residence for use (i) in advertising, direct mail, brochures, newsletters and magazines relating to the Institution, the Manager and/ or the Residence, (ii) in electronic versions of the foregoing publications or on websites or other electronic forms or media relating to the Institution, the Manager and/or the Residence, and (iii) on display boards within the Residence or the Institution, all without any additional notification to the Resident. The Resident waives any right to inspect or approve any such photographs or videotape or any other media or electronic matter that may be used in conjunction with a photograph or videotape now or in the future created by the Institution and/or the Manager for use in accordance with this Section 6.02, and waives any right which the Resident may have, now or in the future, to any royalties or other compensation arising from or related to the use of any such photograph, videotape or any other media or electronic matter.

7. RULES AND REGULATIONS

7.01 Rules and Regulations. The Resident covenants to comply with all the rules and regulations (the “**Rules and Regulations**”) as in the Manager’s judgement may from time to time be necessary. The Manager retains the right to alter or amend such Rules and Regulations at any time. All Rules and Regulations shall apply to the Resident, any guest or other person on the Premises, the Suite, the Residence and/or the Lands with the Resident’s consent and any other person whom the Resident is responsible at law (“**Resident Guests**”). Failure by the Resident or the Resident Guests to abide by the Rules and Regulations will result in sanctions against the Resident up to and including, without limitation, eviction from the Premises.

7.02 Institution Standards. The Resident hereby acknowledges and agrees that they are responsible for reading, understanding and adhering to all Institution policies & procedures, as may be determined by the Institution from time to time, and as more particularly set out at: <https://www.conestogac.on.ca/about/corporate-information/policies>.

7.03 Guests. The Resident hereby acknowledges and agrees that they are responsible for all acts and acts of omissions undertaken by any Resident Guest. The Resident hereby further acknowledges and agrees that the Premises and Suite to which they have been assigned are intended only for the number of residents assigned to such Premises and Suite by the Manager. Long-term guests of greater than 3 subsequent days are prohibited. The Resident is required to notify their Roommate of any proposed guests prior to such guests’ arrival as part of the Resident’s responsibility to ensure a safe and comfortable living environment. The Manager hereby reserves the right to create additional guest policies and/or restrictions at any time throughout the Term, to be communicated to the Resident in advance of enactment, in order to maintain the safety and security of the Residence and all residents thereof, which policies shall be incorporated into, and form part of, this Agreement.

7.04 Noise and Disruptive Behaviour. The Resident and any Resident Guest shall not do anything that will annoy, disturb or interfere in any way with any other student, neighbour or those having business with them. In particular, but without limiting the generality of the foregoing, no noise caused by any instrument or other device, which in the opinion of the Manager may be calculated to disturb the comfort of any other student, neighbour or those having business with them shall be permitted on the Premises, the Suite, the Residence or the Lands nor shall any noise whatsoever be repeated or persisted following the Manager’s request that it discontinue, nor shall any action be taken or behaviour be displayed which may, in any way, contravene the Human Rights Code (Ontario) vis-à-vis discrimination or harassment of any other occupants or attendees of the Residence. Failure by the Resident to adhere to the foregoing Section will result in sanctions against the Resident up to and including, without limitation, eviction from the Premises.

7.05 Pest Control. The Resident shall, on notice, provide access to the Premises for the purpose of pest control treatment should a pest or insect infestation of any kind be present in, on or around the Premises. The Resident shall not be entitled to any abatement of or reimbursement of the Residence Fee for any loss of use or occupation of the Premises before, during or after such pest control treatment. The Resident hereby acknowledges and agrees that they shall cooperate with the Manager in preparing the Premises for such pest control treatment, that the Resident shall not be entitled to any compensation for the preparation thereof, and that failure by the Resident to adequately prepare the Premises may result in sanctions against the Resident including, without limitation, the imposition of any charges accrued by the Manager on account of the Resident’s failure to adequately prepare the Premises.

7.06 Smoking. Smoking, including tobacco, cannabis or vaping products, is not permitted within the Residence or any part thereof. Smoking is only permitted in designated areas of the Residence.

7.07 Cleanliness. The Resident shall keep the Premises and the Suite in a proper state of cleanliness at all times during the Term, including cleaning all common areas located within the Suite, including, without limitation, the bathrooms, living space and kitchen, regularly and properly caring for any furnishings, fixtures and equipment supplied by the Manager. The Resident hereby agrees and acknowledges that their failure to adhere to the foregoing may result in subsequent pest and other issues in the Residence and may result in sanctions against the Resident including, without limitation, the imposition of any charges accrued by the Manager to bring back the Premises and the Suite to a state of reasonable cleanliness.

7.08 Garbage. The Resident shall dispose of all garbage and recycling as directed by the Manager in the provided containers at the designated locations on the Residence.

7.09 Windows, Patios and Balconies. The Resident shall not erect or place any items outside the windows, doors or balconies of the Residence. The Resident shall not use any balcony which they are entitled to use for storage or to hang clothes. The Resident shall maintain any balcony or outdoor space which they are entitled to use in a neat and tidy condition, to the satisfaction of the Manager, at all times during the Term. The Resident shall not place any carpeting of any kind on any balcony which they are entitled to use; drop, throw, propel or project any object from any window, door or balcony of the Residence; install over any windows of the Residence with any flags, sheets, towels or other similar items. The Resident may use window-coverings with a white or off-white backing, provided such window-coverings remain in place. The Resident shall not use any barbeque, grill or other device involving an open flame on any area of the Residence, including, without limitation, any balcony or outdoor space thereof.

8. WITHDRAWAL AND CANCELLATION

8.01 Withdrawal by the Manager. This Agreement may be terminated by the Manager on written notice to the Resident (the “**Notice of Withdrawal of Residency**”) following the occurrence of any one or more of the following events: (a) the Resident fails to check into their assigned Premises within five (5) days of the first day of the Term; (b) the Resident abandons the Premises as detailed in Section 8.03 of this Agreement; (c) the Resident decides not to accept the Premises they were assigned, or any alternate rooms offered to them in its place; or (d) the Resident violates any of the terms of this Agreement, including violations of the Code of Conduct. The Manager shall deliver the Notice of Withdrawal of Residency to the Resident and, if necessary, as determined by the Manager in their sole and absolute discretion, the Manager may notify the Resident’s Primary Contact or Secondary Contact to notify them of the termination of the Resident’s occupation of the Premises. Where the Resident is unavailable to receive service of the Notice of Withdrawal of Residency in person, delivery of the Notice of Withdrawal of Residency to the Resident’s Premises shall be deemed proper service and delivery. The Resident will be allowed 24 hours from the date and time of delivery of the Notice of Withdrawal of Residency to deliver vacant possession of the Premises in accordance with Section 3.03.

8.02 Cancellation or Withdrawal by the Resident. Where the Resident has not begun to occupy the Premises and no longer wishes to do so, they may cancel this Agreement or their Application (the “**Cancellation**”). A Cancellation must be completed by the Resident prior to their occupying the Premises and through their “My Housing Portal” account. Where the Resident has begun to occupy the Premises and no longer wishes to do so, they must withdraw from the Premises (the “**Withdrawal**”). A Withdrawal must be completed by completion of the standard residence withdrawal form to be provided by the Manager from time to time (the “**Residence Withdrawal Form**”), which such completed Residence Withdrawal Form must be returned to the front desk of the Residence within 5 business days of the Resident’s anticipated departure date from the Premises. The Resident hereby acknowledges and agrees that as the Residence operates independently from the Institution, where the Resident cancels their enrolment in, or application for enrolment in, the Institution, they must also separately proceed with a Cancellation or Withdrawal, as applicable, in respect of the Premises. In the event of either a Cancellation or Withdrawal by the Resident, the cancellation policy as more particularly set out in Section 8.06 shall apply.

8.03 Abandonment. If at any time during the Term, the Resident, without the Manager’s prior agreement, vacates the Premises for a period greater than 15 subsequent days, the Premises will be deemed abandoned by the Resident. In the event of such abandonment, the Manager may, in their sole and absolute discretion: (i) re-enter the Premises and remove all personal property contained therein, without any liability to the Resident whatsoever; (ii) terminate this occupancy at the time of such abandonment and/or (iii) enter into an agreement for the occupancy of the Premises with a third party.

8.04 Withdrawal Procedures. Upon a withdrawal of the Resident from the Premises pursuant to either Section 8.01 or Section 8.02, the Resident shall vacate the Premises as required under such applicable section and deliver to the Manager vacant possession of the Premises in accordance with Section 3.03 and any additional directions as communicated to the Resident by the Manager.

8.05 Failure to Vacate. If the Resident fails to vacate the Premises on or before the date upon which the occupancy has been terminated pursuant to the terms hereof: (i) the Resident shall be liable for and indemnify the Manager and the Institution for all losses, costs and damages suffered by the Manager and the Institution in connection with such overholding; (ii) the Manager may remove the Resident’s personal property from the Premises (regardless whether the Resident is then present) and place such personal property in temporary storage in a location in the Residence as determined by the Manager from time to time, at the Resident’s sole cost and expense, without notice to the Resident and without liability to the Resident for any damage or loss suffered by such personal property during the course of its storage by the Manager as such.

8.06 Refund, Cancellation Fees and Deadlines. Upon the Cancellation or Withdrawal of this Agreement or their Application, as applicable, by the Resident pursuant to Section 8.02, the Resident may be entitled to a partial refund of the Residence Fee, as more particularly set out in Table 3, below. Such refund of the Residence Fee shall be, without interest, and delivered within eight (8) weeks of the Resident cancelling their Application or vacating the Residence, by way of a cheque, made payable to the Resident, and delivered by mail to the Resident’s permanent address on file. Where the Resident requires a cheque containing such refund to be re-issued due to the Resident failing to provide an updated permanent address on file prior to vacating the Premises or cancelling their Application, as applicable, a non-refundable fee of \$50 will be charged to the Resident.

Table 3: Refunds, Cancellation Fees, and Deadlines

Late applicants will be subject to the same cancellation deadlines outlined below. The cancellation date is the date the Resident vacates the Premises.			
Terms		Deadline 1	Deadline 2
Winter 8-Month Term 2025	Date	On or before January 4, 2025	On or after January 5, 2025

Application & Agreements	Fee	Any Residence Fee collected in advance refunded. Charged a cancellation fee of \$1000.00.	Charged for each day they occupy the Premises, plus a cancellation fee of \$2,500.00, OR the remaining cost of the Residence Fee for the remaining Term, whichever is less.
-------------------------------------	------------	---	---

8.07 Payment after Notice of Withdrawal. The Manager's acceptance of any payment of arrears or of any other payment for the use or occupation of the Premises, after delivery of a Notice of Withdrawal of Residency to the Resident, does not operate as waiver or a retraction of such Notice of Withdrawal of Residency to the Resident, nor a reinstatement of this Agreement.

9. GENERAL

9.01 Gender. This Agreement shall be read with all changes of gender or number required by the context.

9.02 Binding Effect. Each reference in this Agreement to the Manager, the Institution, and the Resident includes their respective heirs, estate trustees, administrators, representatives, successors and permitted assigns, as applicable.

9.03 Waiver. The parties mutually agree that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing by the Manager and attached to or endorsed hereon.

9.04 Severability. If any terms, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of the Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, or provision of the Agreement shall be valid and enforced to the fullest extent of the law.

9.05 Entire Agreement. The Resident acknowledges that, prior to accepting this Agreement, the Resident has read this Agreement and consents to the terms, covenants, conditions and provisions herein. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not, and shall not be, any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter contained herein.