

RESIDENT OCCUPANCY AGREEMENT (SHORT-TERM STAYS)

Welcome to the University of Toronto, Chestnut Residence. In consideration of the mutual covenants contained herein, the Governing Council of the University of Toronto (the "University") and the resident (the "Resident") agree as follows:

1. The University grants to the Resident a license to occupy a room ("Room"), located at 89 Chestnut Street Toronto, ON M5G 1R1 (the "Residence") on the University of Toronto's St. George campus for the period (the "Occupancy Period") The last day of the Occupancy Period or the Effective Date of Termination under section 14 is herein called the "Vacating Date".
2. In order to ensure the safety of the Resident and other occupants of the residences during COVID-19, no common facilities are made available during the Occupancy Period at the Residence.
3. The Resident understands that in connection with responding to the COVID-19 pandemic, the Resident has been in Canada for 14 days prior to their reservation. The waiver, release and other representations and covenants set forth herein are given in consideration for the Resident and those members of the Resident's immediate family as set out in the Booking Confirmation ("Authorized Occupants") to become a guest(s) of the Residence and occupy the Room. Acceptance of Risk; Release. The Resident is fully aware that there are a number of risks associated with the Resident and the Authorized Occupants occupying a Room at the Residence during the COVID-19 pandemic, including without limitation, the Resident and any Authorized Occupants could contract COVID-19 which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) the Resident and the Authorized Occupants will be subject to normal risks associated with staying in the Residence, noting that the Residence hosts a range of guest populations, including students. The Resident, on behalf of him/herself and on behalf of the Authorized Occupants freely, assume all such risks, both known and unknown, relating to the Resident's and the Authorized Occupants attending the Residence and occupancy of the Room, and the Resident, on behalf of him/herself and the Authorized Occupants, hereby forever releases, waives, relinquishes, and discharges the Residence from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of the Resident and the Authorized Occupants being a guest at the Residence and occupying the Room, including but not limited to those related to the above including but not limited to claims based on the alleged negligence of the Residence or any other person.
4. If indicated in the *Booking Confirmation*, the Resident will pay the Occupancy Fee as specified in the booking confirmation and any additional fees prescribed herein. The Resident agrees to pay to the University any charges and/or fees that they incur as a result of the provisions contained within this agreement.
5. The Resident shall only use the Room only as a private dwelling for themselves and the Authorized.
6. The Resident will:
 - a. Maintain the Room in a clean and wholesome condition and will not allow any refuse, garbage, or other objectionable material to accumulate in or about the Room;
 - b. will comply and ensure that all Authorized Occupants, if applicable, are aware of and comply with the terms of Schedule A -COVID Protocols;
 - c. comply with the rules and regulations included in the Residence Community Standards, and enforce compliance with the same at all times by the Resident's authorized occupants;

- d. identify themselves to the Residence front desk upon entering the building;
- e. respect and abide by the decisions of the Dean and residence staff made pursuant to this agreement and the Residence Community Standards as published.
- f. the Resident acknowledges that a copy of the Residence Community Standards is attached to this agreement and agrees that posting of the Residence Community Standards, that is current for the time being, in a prominent place in the Residence, or the hand delivery to the Resident at the Room, shall be deemed sufficient notice thereof to the Resident. Furthermore, the Resident acknowledges that it is the Resident's responsibility to read and be familiar with this agreement and the Residence Community Standards.

7. With regards to locks and keys in the Residence:

- a. Unless otherwise agreed to by the University, the Resident shall receive one key for the Room. The Resident shall return the key to the University on or before the Vacating Date. The Resident will not duplicate or permit duplication or be in possession of a duplicate of the key, nor shall the Resident lend or give the key to anyone else.
- b. The University shall have a right to retain and use a master key giving its representatives access to the Room for the purposes permitted hereunder or by law.
- c. The Resident will not under any circumstances tamper with or change the lock or add a lock to the door of the Room including the bicycle storage area.
- d. The University has no responsibility for any possessions of the Resident or of any other person left in the Room, the Room, or the Residence after the Vacating Date. The University has the absolute right to dispose of such possessions after the Vacating Date without any liability to account to the Resident, therefore.

8. The Resident will not:

- a. allow any person, other than the Resident and the other individuals listed in the *Booking Confirmation* to occupy or have access to the Room.
- b. use the premises or permit them to be used other than as residential accommodation;
- c. paint or permanently alter the Room including any wall, ceiling, door, or surface of the Residence without the consent of the Dean;
- d. deface any wall, ceiling, or surface of the Residence, including the windows, or damage the Residence or its furnishings;
- e. bring any additional furnishings to the Residence without the permission of the Dean;
- f. remove or alter any furnishings or equipment from the Room;
- g. keep any open flame/element and/or heating/cooling equipment, as defined by the Dean, in the Residence or overload the electrical circuits of the Residence;
- h. make any alteration to the structure of the Room or affix anything to the walls or ceiling or windows thereof without the consent of the Dean;
- i. apply or affix anything to the exterior of the Residence;

- j. display posters and/or items on any window and window ledge;
- k. behave in a manner that will unreasonably disturb, annoy, or interfere with the use or enjoyment of the Residence by the other residents or permit anything to be done or kept in the Residence which will obstruct or interfere with the enjoyment or rights of the other residents;
- l. The Resident will not keep any firearm, weapon, explosive, and/or animal (including reptile, insect, bird, or fish) in the Room, or the Residence.
- m. The Resident will not consume alcohol on premises (outside of their hotel room)
- n. The Resident will not assign this agreement or sub-license this Room or any part thereof to another or otherwise part with the possession or occupancy of the Room.
- o. commit or permit an illegal act to be committed in the Residence; or

9. The Resident will:

- a. report any damage to the Room, or the Residence to Front Desk immediately and will pay for the repair of any damage to the Room, or the Residence or the furnishings thereof caused by the Resident or the Resident's guests, normal wear and tear excepted, which repair shall be performed only by the University;

10. With regard to termination of this agreement:

- a. The University may at its option terminate this license upon the happening of any of the following events:
 - i. non-payment by the Resident of any amount due to the University; or
 - ii. breach by the Resident of any other provision of this agreement, or the Residence Community Standards or the COVID protocols set out in Schedule A.
 - iii. If providing the license to the Room or the Residence becomes a health and safety risk for any reason, including due to COVID-19, as determined by the University in its sole discretion.
 - iv. If any event described in Section 22 occurs.
- b. In the event that the University exercises its option to terminate this license, the University or its designated official shall give written notice of such termination to the Resident, which notice shall specify the effective date of the termination, which shall be not less than three days following the giving of the notice (the "Effective Date of Termination"). The notice may be hand delivered to the Room or affixed to the door of the Room, addressed to the Resident.

- c. Notwithstanding 10(b), the University reserves the right, to be exercised by the Dean acting reasonably, to give written notice of termination of this license not less than 24 hours before the Effective Date of Termination, if granting the license becomes a health and safety risk to the Resident or other occupants of the Residence.
 - d. Notwithstanding the early termination of this license, the Resident shall, at the option of the University, be liable, if applicable, for payment of the full amount of the Occupancy Fee, whether or not the Room is re-occupied, or the Residence is filled.
11. If applicable, in the event that the Resident elects to withdraw from the Residence during the Occupancy Period, the Resident shall give the Residence at least 5 calendar days written notice of the Resident's intention to withdraw. In the event that the end of the period of notice (the "Date of Withdrawal") occurs after August 1, the Resident shall be liable for payment of the full Occupancy Fee and shall not be entitled to a refund of any part thereof. In the event that the Date of Withdrawal occurs before August 1, the Occupancy Fee will be recalculated using the nightly rate listed in the Fee Schedule. In all cases of termination, the deposit is not refundable.
 12. The Resident will vacate the Room and remove all possessions therefrom before 12:00 PM on the Vacating Date, and has no vested right to occupy the Room, or the Residence in the future.
 13. The Resident will ensure that all furnishings listed on the Room Inventory Form must not be moved from the Room, the Room, or the Residence without written permission from the Dean or their designate.
 14. University staff, which include, but are not limited to the Dean or the Dean's designate, Front Desk, and Facilities staff shall be permitted to enter the Room during daylight hours upon giving reasonable notice to the Resident, and at regular intervals if previously announced to the residents, or at any time, and without notice, in the event of an emergency or perceived emergency, or a disturbance or breach or suspected breach of the Occupancy Agreement, in order to examine the state of the Room, including the state of sanitation, safety, and repair thereof, and to make such repairs, changes, or improvements to the Room and its furnishings as the University may deem necessary or desirable.
 15. Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. If a pest outbreak is suspected, residents are required to immediately contact the Residence staff so an inspection can be arranged. If the presence of pests is confirmed, residents will be required to actively participate in the treatment by following the directives of the University and/or professional pest control workers. To reduce the likelihood of spreading pests to unaffected areas, residents will not be relocated to a new Room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.
 16. The University reserves the right, to be exercised by the Dean or their designate acting reasonably, to substitute another Room in the Residence for a different Room at any time during the Occupancy Period, in which event the substituted Room shall be deemed to be the Room for all purposes hereunder and the Resident shall forthwith move to that other Room.
 17. From time to time, the Dean may release limited resident information under controlled circumstances to approved third parties, for the specific purpose of facilitating resident voting in federal, provincial, municipal, or student society elections.
 18. It is agreed that there shall be no reduction of fees or any other compensation for or on account of any loss, damage, inconvenience, or discomfort arising from the interruption or curtailment, of any accommodation, facility, or service agreed to be furnished by the University, except, in cases of gross negligence or suspension of service, reasonable compensation will be negotiated with the Residents.
 19. The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on the Residence property save where the same is caused by willful or negligent act or omission of the University or those for whom the University is in law responsible. The Resident will indemnify the University and

save it harmless from any and all liability in respect of any injury, loss, or damage occasioned by any act or omission of the Resident, the Resident's guests, agents or invitees.

20. The Resident acknowledges that the Residence is located within a major urban centre and, as a result, there may be noise, construction, local events, and other disturbances over which the University has no control that may impact the occupants of the building. During the summer, maintenance and renovation of the Residence occurs and may necessitate limited access to the Room. No refund or reduction of fees will be issued to those who are inconvenienced by such disturbances.
21. The living accommodations are not intended for year-round occupancy or living accommodation but for acute interim use by the Resident and the residence is exempt from the Residential Tenancies Act, 2006 (RTA) based on S.5(g) of the RTA.
22. If the license becomes impossible to perform by either party due to acts of God, war, government regulations, pandemic, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the facilities, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in Toronto or the immediate surrounding area and is in effect within 10 days prior to the Resident's arrival date.
23. In compliance with University and government measures taken or that may be taken to limit the spread of COVID-19, coupled with the uncertainty with respect to the duration of these measures, the Parties agree the University may suspend performance of its obligations under the agreement with prior written notice to the Resident until such time as the University notifies the Resident that it is able to perform or resume performance its obligations. Without limiting the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of: (i) the continued spread of COVID-19; (ii) the continuation of or renewed government response to control the spread of COVID-19; or (iii) Party's decision, made on an organization-wide basis and in good faith, to control the spread of COVID-19, even if exceeding the then current specific government responses.
24. This agreement, the Rules & Regulations as posted on our website, constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Room or this agreement except as expressed herein, as amended from time to time.

I, _____, have read and agree to abide by the terms as outlined in the
Name of Resident (print)

Resident Occupancy Agreement

Signature of Resident: _____

Date: _____

APPENDIX A: COVID-19 PROTOCOLS

The Resident and Authorized Occupants acknowledge and agree to the following:

1. The Resident will not book the Room for the purpose of quarantining or isolating individuals who have tested positive for COVID-19 (including “presumptive positive” cases).
2. The Resident and Authorized Occupants will comply with all public health directives, including but not limited to:
 - a. Frequent hand washing with soap and water or use alcohol-based hand sanitizer.
 - b. Coughing and sneezing into the bend of the arm.
 - c. Avoid face touching.
3. The Resident and Authorized Occupants will comply with all Residence signage and posted protocols regarding health and safety.
4. The Resident will remain in the Room if sick and avoid contact with other people until symptoms are gone.
5. The Resident will abide comply with the city Mandatory Mask or Face Covering Bylaw:
 - a. “The mask or face covering should cover your nose, mouth and chin, without gapping. Wearing a mask or face covering is an additional measure we can take to reduce the spread of COVID-19 and keep each other safe. This means that, with some exceptions, all customers or visitors entering an indoor premise are required to wear a mask or face covering while inside.”
6. Clean objects and surfaces within the Room, such as doorknobs, phones, and television remotes.

**APPENDIX B
FEE
SCHEDULE**

Occupancy Period	Occupancy Fee (includes linens)
Daily Rate	109.10 +tax

Other Rates (if applicable):

\$60 for enhanced cleaning of suite if required for any health issues related to COVID-19