

SUMMER RESIDENCE AGREEMENT

2024

In consideration of the mutual covenants contained herein, **TRINITY COLLEGE** (the “College”) and the undersigned (the “Resident”) agree as follows:

1.

a. The College grants to the Resident a licence to use and occupy a room (the “Room”) in the Residences located at 6 Hoskin Avenue or 44 Devonshire Place, and respectively known as Trinity College Residence or St. Hilda’s College Residence (the “Residences”) for a period agreed upon at the time of booking (the “Occupancy Period”), unless terminated earlier pursuant to the provisions of this Agreement.

b. Residents may request to stay in residence beyond their originally agreed-upon move-out date (the “Vacating Date”); however, approval is subject to availability and circumstances. Additional charges may apply.

c. Summer residence bookings will be for a period of no less than one week, with move-ins beginning on May 5, 2024. The last possible move-out date is August 19, 2024 unless an extension is specifically requested and approved by the Office of the Dean of Students. Extensions will only be approved for students accepted into Fall 2024 residence, who have been in residence for the term leading to August 19, 2024. No extensions past August 19, 2024 for those not staying in residence for Fall 2024 are possible.

d. Current Trinity residents approved to stay for the summer will be offered the opportunity to stay within residence between the dates of their last exam in April and the beginning of summer residence (Sunday May 5, 2024). A fee will be applied to students wishing to stay in residence between terms.

2. The Room and room type shall be assigned to the Resident by the Dean of Students (the “Dean”), or the Dean’s designate.

3. It is understood by the Resident that the residence facilities of the College are intended to promote a harassment-free environment and to enhance the academic and intellectual development of its students, their personal growth, and their involvement in campus life and that, accordingly, the atmosphere, environment and

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behaviour in the Residences shall be conducive to, and consistent with, the achievement of these purposes. The College reserves the right to terminate the summer residency immediately for failure to adhere to the rules outlined below, or for non-payment of summer residence fees and/or for persistent disruptive behaviour.

4. The College will:

- a. provide the Resident with the furnishings listed in **Schedule "A"** until the Vacating Date; and
- b. maintain the Room and the Residences in a reasonable state of repair and fit for habitation.

5. The Resident will:

- a. comply fully with all policies outlined on the **Trinity College Summer Residence website**;
- b. comply fully with all relevant **Trinity College policies** if registered or eligible to register for the ensuing fall term at Trinity College; comply fully with the **University of Toronto's Code of Student Conduct** and all other relevant **University policies** if registered in summer courses at the University of Toronto or eligible to register for the following fall;
- c. comply fully with all additional policies and requirements put in place by the College in the event of a public health emergency;
- d. receive one key for the Room and one key for admission to the Residences (herein referred to as "keys"). The keys shall be returned by the Resident to the College on or before the Vacating Date. The Resident will not lend, nor duplicate, nor permit duplication of, nor be in possession of a duplicate of, any of the keys. If the Resident loses their keys, or fails to return them on the Vacating Date, the cost of replacing the keys will be billed to the Resident;
- e. maintain the Room in a clean and hygienic condition and will not allow any refuse, garbage or other objectionable material to accumulate in or about the Room or the Residences;

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- f. comply with the **Trinity College Residence Network (ResNet) Rules and Policy**.
6. The Resident will not:
- a. assign this agreement or sub-license (e.g. Airbnb) the Room or any part thereof to any other person or otherwise part with the possession or occupation of the Room;
 - b. paint or decorate the Room or Room Door or any wall, ceiling or surface of the Residences without the consent of the Dean;
 - c. deface any wall, ceiling or surface of the Residences, including the windows, or damage the Residences or its furnishings or permit their guests or invitees to do so;
 - d. under any circumstances tamper with or change the lock, or add a lock, locks or other security devices to the door of the Room;
 - e. make any alterations to the structure of the Room or affix anything to the walls or ceiling thereof without the prior consent of the Dean;
 - f. bring any external furniture into the Room, or remove original furniture from the Room;
 - g. keep any devices in the Room that are not Ontario Electrical Safety Code approved. Such items can be removed from any Room as a potential fire hazard;
 - h. keep or use a waterbed, open element (such as a hot plate, toaster, etc.), or heating equipment (such as a space heater) in the Room, or use any device that might overload the electrical circuits (more information is available on the **Frequently Asked Questions** page of our website);
 - i. tamper with or in any way interfere with the operation of any fire-detecting or smoke-detecting equipment for any reason;
 - j. store, prepare, or consume “self-heating instant hot pot” meals in the Residences;

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k. keep any firearms, ammunition, air guns/rifles, fireworks, prohibited weapons, offensive weapons, slingshots, explosives, illicit narcotics and drugs, animals, reptiles, birds, fish, or insects in the Room or in the Residences;

l. behave in a manner that will unreasonably disturb, annoy, or interfere with, the use or enjoyment of the Residences by the other residents, or permit anything to be done or kept in the Residences which will obstruct or interfere with the enjoyment or rights of the other residents; or

m. commit or permit an illegal act to be committed in the Residences.

7. Summer accommodation at Trinity College for 2024 is reserved for current University of Toronto undergraduate students or students in Trinity's Faculty of Divinity. Proof of enrollment will be required. Applicants must be at least 18 years of age upon application.

8.

a. The College may at its option terminate this licence upon the happening of any of the following events:

i. non-payment by the Resident of any amount due to the College or University;

ii. breach by the Resident of any other provision of this agreement or the Rules and Regulations as published from time to time; or

iii. any event whereby the Resident ceases to be a **registered University of Toronto undergraduate student or a registered student of Trinity's Faculty of Divinity**, including but not limited to the suspension or expulsion of the Resident from studies during the academic summer session.

b. In the event that the College exercises its option to terminate this license, the College or its designated official shall give written notice of such termination to the Resident, which shall specify the effective date of the termination, which shall not be less than three (3) 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.

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c. Notwithstanding paragraph (b), under exceptional circumstances, the College 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.

d. Notwithstanding the early termination of this license, the Resident shall at the option of the College be liable for payment of the full amount of the occupancy fee, whether or not the room is re-occupied or the Residences are filled.

9. Students are admitted to residence on the understanding that they will remain in residence for the full Occupancy Period. Cancellations must be given via email at least 3 business days in advance. Fees may not be refundable depending on date of cancellation.

a. For students who must fulfill the requirements of Mandatory Quarantine as per the Government of Canada, contract dates and residence fees will not be adjusted.

b. Contract dates and residence fees will not be adjusted for the following:

i. program delivery changes;

ii. travel restrictions except for those that could not be reasonably foreseen.

10. The College reserves the right, to be exercised by the Dean acting reasonably, to substitute another room in the Residences for the Room at any time after room assignment and or 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.

11. 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 Welcome Desk or the Office of the Dean of Students, 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 College and/or professional Pest Control workers. To reduce the likelihood of spreading pests to unaffected areas, residents will not be relocated to a new

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room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.

12. The College shall not be liable to the Resident for any damage to, loss, or theft of personal property or for personal injury, including death, on the Residences property save where the same is caused by the wilful or negligent act or omission of the College or those for whom the College is in law responsible. The Resident will indemnify the College 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, their guests, agents or invitees.

13. Please note that a number of provisions of the Residential Tenancies Act do not apply to residents of the College in regards to their occupation at the College.

14. The Resident is required to have adequate insurance to cover any deliberate or accidental damage that they might cause to the Residences or other residents' belongings. The College reserves the right to seek restitution for any damages caused by the Resident.

15. It is agreed that there be no reduction of occupancy fees or any other compensation for, or on account of, any loss, damage, inconvenience or discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility or service agreed to be furnished by the College.

16. It is understood by indicating agreement with these terms and conditions as part of the residence application process, the Resident is subject to all the terms and conditions herein.

SCHEDULE "A"

The College will supply the resident with the following furnishings until the Vacating Date:

Items:

- Single (Twin) Bed Frame and Mattress
- Desk and Desk Chair
- Dresser (where applicable)

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- Lounge chair (where applicable)
- Bookshelf or Shelving (where applicable)
- Closet or Wardrobe (whichever is applicable)
- Bulletin Board (where applicable)
- Lamp/Light Fixture
- Curtains or Blinds
- Garbage and Recycling Cans
- Internet Connection
- Smoke Detector and Battery
- Note: Some, but not all, rooms are equipped with local phone service.