

Fall 2023 - Winter 2024 Residence Contract

Summer 2024 Contract

Updated July 14, 2023

Table Of Contents

1. Definitions
2. Eligibility
3. Applications and Inquiries
4. Deposits
5. Residence Contract
6. Term of Contract
7. Preferences
8. Room Assignment
9. Changes in Assignment
10. Meal Plans
11. Check-in
12. Room Inventory and Damages/Loss
13. Indemnity, Liability and Insurance
14. Safety and Security
15. Payment of Fees and Charges
16. Fees and Charges
17. Termination
18. Vacating Residence
19. Refunds
20. Correspondence
21. General
22. Important Dates

1. Definitions

Academic Bases has the meaning found in section 17;

Applicant(s) means an individual who meets the eligibility requirements in Section 2. An Applicant is not a Resident until they have been assigned a room by SHS;

Application means the on-line application for Residence available at: <https://uoguelph.starrezhousing.com/StarRezPortal/>

Charges means costs charged for additional services including but not limited to cleaning services or penalties arising from breaches of the Contract such as fines, damage repairs, improper check-out or room assignment changes, lost Keys, etc. Appeals of any such Charges must be made, in writing, to the Associate Director, Facilities Services. Information about the appeal process is available at: housing.uoguelph.ca/appeals;

Check-in means the procedure by which the Resident is formally registered at the Residence and is provided with access to his or her assigned room;

Check-out Procedure means the procedures which must be followed by Residents vacating the Residence and includes but is not limited to Key return, check-out form signed, room inspection completed and personal property removed;

Check-out Time means the time by which the Resident must vacate the Residence. For Fall/Winter Contracts, Check-out Time is within 24 hours of their Resident's last exam or by noon on the day after the conclusion of the exam period or 24 hours after early termination of the Contract in accordance with section 17.1, whichever comes first. Exceptions normally apply for DVM or graduate students only. Check-out Time may be extended only with written consent of SHS but in any event no later than Residence Closing Day. Check-out Time for Summer Contracts is noon on the day after the last Summer semester final examination or 24 hours after early termination of the Contract in accordance with section 17.1, whichever comes first;

Clusters means academic learning communities;

Communicable Disease means a disease of public health significance which has been identified as a 'communicable disease' by the Province of Ontario, including but not limited to COVID-19 or Monkeypox;

Contract has the meaning found in Section 5;

Early Arrival/Late Check-out Fee means an additional fee applied if a Resident wishes to arrive prior to Residence Opening Day or remain after their Check-out Time. Early arrival or late check-out must be pre-approved and is at the sole discretion of SHS;

Fall/Winter Contract means a Contract for the Fall semester and the following Winter semester;

Fees means the cost for a room and excludes Charges, Interhall Council Fee and costs for Residence meal plans;

Governmental Response has the meaning found in section 21.

Hospitality Services means the department at the University which is responsible for food and beverage related services including Residence meal plans;

Interhall Council Fee means an activity fee per semester (subject to change) collected on behalf of the Residence student government to support hall council activities;

Key means either keys or fobs used to access Residences or Residence rooms;

LLC means Living Learning Centres and are Residences with programs and practices emphasizing a certain theme. The particular themes may change from time to time but currently include but are not limited to Arts House, Eco-House, International House or La Maison Française;

New Applicants means individuals who have received an offer of academic admission from the University as a full-time student and are entering the first semester of their undergraduate academic degree program at the University;

New Applicant Deadline means the date by which SHS must receive the completed Application and the Deposit for New Applicants wanting to be considered for space in Residence for Fall semester. See Section 22 for Important Dates;

Residence means any of the following: North, South or East residences, East Village Townhouses, such units of West Residence not designated as Family Housing, University houses or any satellite residence managed by Student Housing Services. This Contract does not include any units located at Wellington Woods or units at West Residence designated as Family Housing. Applicants interested in Family Housing should go to <http://housing.uoguelph.ca/fh> for information and application;

Residence Closing Date means the date beyond which no Residents are permitted in Residence;

Residence Learning Communities refers generally to Clusters, LLC and TLC;

Residence Opening Date means the date in each semester on which the Residence is available for move-in by the Resident. See Section 22 for Important Dates;

Resident means an Applicant who has been assigned a room in Residence;

Returning Resident Applicant means a current Resident who is applying for Residence in the subsequent academic year;

Returning Resident Application Deadline means the date by which a Returning Resident Applicant must submit the Application in order to be included in the lottery process for available Residence rooms. See Section 22 for Important Dates;

Returning Resident Deposit Deadline means the date by which a Returning Resident Applicant must submit the Deposit in order to confirm the Residence assignment. See Section 22 for Important Dates ;

SHS means Student Housing Services at the University. SHS is responsible for administration of and services under the Contract;

Summer Contract means a Contract only for the Summer Semester as defined by the University's academic calendar. Only the East Village Townhouses, University Houses, and West Residences operate during the Summer semester. Information on a Summer Contract is available at <http://housing.uoguelph.ca/current-residents/summer-residence>. A Summer Contract is available in the sole discretion of SHS;

Telecommunication Services can include those services provided by the University for Residents' use depending on which Residence is occupied. Such services may include internet services. Check information on specific residence for more information;

TLC means Themed Learning Communities and are communities with a Residence with programs and practices emphasizing a certain theme. The particular themes may change from time to time

but currently include but are not limited to Leadership Community and Healthy Living Community;

University means the University of Guelph;

University I.D. means the photo identification card issued to registered students of the University

[\[- Back To Top -\]](#)

2. Eligibility

Applications for Residence can be submitted by anyone who is either currently registered or has received an offer of admission to the University (“Applicants”). Priority for admission to residence will be given to New Applicants and Returning Resident Applicants who are full-time students. Returning Resident Applicants are not eligible to apply if they have outstanding unpaid charges or are subject to an order barring them from Residence.

Residents who cease to be registered students at the University are not eligible for Residence.

[\[- Back To Top -\]](#)

3. Applications and Inquiries

New Applicants should submit their Applications as soon as they receive an offer of academic admission from the University as a full-time student. Returning Resident Applicants should submit their Applications no later than the Returning Resident Application Deadline. Applicants should answer ALL questions on the Application. By submitting the Application, the Applicants are agreeing to the terms and conditions of this Contract applicable to Applicants. If there are difficulties accessing the Application, contact Student Housing Services at 519 824-4120, Ext. 58701.

Unless otherwise agreed with SHS, Applicants must submit Applications electronically. Any inquiries concerning the application process may be directed to Residence Admissions at the following contact information:

Email: housing@uoguelph.ca

Mailing address:

Student Housing Services

Maritime Hall, University of Guelph

50 Stone Road East

Guelph ON N1G 2W1

Telephone: 519 824-4120, Ext. 58701

Fax: 519 767-1670

Correspondence must include the University seven-digit student ID number.

[\[- Back To Top -\]](#)

4. Deposits

Following submission of the Application, a Residence Deposit is required for Fall/Winter Contracts in the amount of seven hundred and fifty dollars (\$750.00 CDN) ("Deposit"). SHS must receive the Deposit from New Applicants no later than 11:59 pm EDT on the New Applicant Deadline. Applications and Deposits received after the New Applicant Deadline will be assigned Residence rooms as available or placed on a waiting list. For Returning Resident Applicants, SHS must receive their Deposit no later than 4:30 pm EDT on the Returning Resident Deposit Deadline.

Deposits may be sent by one of the following methods:

1. **Electronic Banking:** This is the preferred method of payment and can be done on-line or by telephone with one of the following financial institutions: Bank of Montreal, CIBC, Royal Bank, TD Canada Trust, ScotiaBank, PC Financial or Credit Union Central of Ontario. The payee name is "University of Guelph - Residence Deposit" or "University of Guelph - Residence Dep." Please note that there are several University of Guelph payees. Applicants **MUST** use the correct payee name and will need to provide their University ID number as the account number. Applicants should allow 48 - 72 hours for the Deposit to be received by the University.

2. **Money Order, Bank Draft or Certified Cheque ("Bank Note"):** Applicants may courier the Deposit by way of a currently dated Bank Note payable to the "University of Guelph" to:

Residence Admissions

Maritime Hall, University of Guelph

50 Stone Road East

Guelph, ON N1G 2W1

The Bank Note must have the Applicant's name and University ID number on the front. If sending by courier, it is recommended that Purolator or Federal Express couriers be used. They deliver directly to SHS, several times a day. Materials sent by Canada Post or Priority Courier usually take longer to arrive, as neither deliver directly to the Residence Admissions Office. Within Ontario, please allow at least three working days for Purolator or Federal Express delivery, and at least seven working days if using Canada Post. Allow additional delivery time from outside of Ontario.

2. No Deposit is required for a Summer Contract.

[\[- Back To Top -\]](#)

5. Residence Contract

1. In order to be accepted into Residence, Applicants must enter into a Residence Contract (“Contract”). The Contract is comprised of three parts:

- the Application;
- these Standard Terms; and
- the Residence Community Living Standards (RCLS) at <http://housing.uoguelph.ca/RCLS>

2. These three documents collectively make up the terms and conditions of the Contract. Those provisions of the Contract which apply to the Application process apply to all Applicants. Once Applicants become Residents, they are also subject to the terms and conditions of the Contract applicable to Residents. Applicants who do not become Residents will receive a refund of the Deposit in accordance with this Contract. The University reserves the right to amend the terms and conditions of this Contract including but not limited to Fees, Deposits and Refunds, upon reasonable notice.

3. Certain provisions of this Contract may specifically apply to either Fall/Winter Contracts or Summer Contracts.

[\[- Back To Top -\]](#)

6. Term of Contract

1. Subject to early termination as provided in these Standard Terms, the term of the Contract (“Term”) commences on the date that SHS receives the Application and terminates at the Residence Closing Date. The period of occupancy for each Resident commences at Check-in Date and terminates at the Check-out Time.

[\[- Back To Top -\]](#)

7. Preferences

1. Applicants will have an opportunity to express their preferences regarding choice of Residence or room arrangements. Efforts will be made to match Applicants according to their expressed preferences, but there is no guarantee that Applicants will receive their preferences.
2. Information regarding the services and options available in each of the Residences are available at: <http://housing.uoguelph.ca/our-communities>. Normally, preference regarding Residences and room types is given to New Applicants. Exceptions to this are the East Village Townhouses, University Houses and West Residence, which are typically reserved for Returning Resident Applicants or mature, graduate or transfer students.
3. Residence Learning Communities: Applicants with a preference for any of the Residence Learning Communities should consult with the website at: housing.uoguelph.ca/rlc for additional information and supplementary application form. Applicants who are entering

first-semester students applying for one of these options, should indicate this selection on the online application, complete any required supplementary application form and submit it along with the Application/Contract and Deposit. Returning Resident Applicants must apply by the Returning Resident Application Deadline.

4. Roommates: If two or more Applicants wish to share suite style Residence (ie. townhouse, apartment) there is an opportunity to select a roommate preference(s) once the Application is submitted. After the deadline date has passed, the Applicant may enter the surname and University of Guelph ID number of his or her preferred roommate(s) through the Housing Portal account. Roommates must have the same Residence preferences.
5. Special Accommodation Requests: Applicants who wish to have their Residence or room preference considered in light of special circumstances including medical, religious or other grounds must submit the Accommodation Form, which can be found at <http://housing.uoguelph.ca/specialaccommodation> together with all applicable supporting documentation. The Form should be submitted by the New Applicant Deadline or Returning Resident Application Deadline, as applicable.

[\[- Back To Top -\]](#)

8. Residence or Room Assignment

1. Priority for Residence or room assignments is determined through a random lottery process. Assignments are not provided on a "first-come, first-serve" basis, and are made at the sole discretion of SHS based on a number of factors, including but not limited to, number of Applicants, expressed Residence preferences and availability of room types.
 2. In some circumstances, Residents may initially be given a temporary Residence or room assignment pending final assignment ("Temporary Space"). Whenever possible, the Resident will be advised of this in advance. A Resident assigned to Temporary Space will be required to move to the final assignment identified by SHS after Check-in. A Temporary Space rate will be charged on a pro-rated basis only for the days the Resident was assigned to the temporary location. Standard Residence Rates will apply once the Resident has been re-assigned. Relocations from Temporary Space to final Residence or room assignments are made as quickly as possible.
 3. Unless a Resident advises SHS to the contrary in writing, Residents who are assigned a roommate will have their name and "@uoguelph.ca" email shared with their assigned roommates prior to their arrival at the beginning of term.
 4. Residents who request accommodation between the Fall and Winter semester during the Holiday Break period may be assigned to East Village townhouses or West Residence due to holiday heat shutdowns. SHS reserves the ability to decide in its sole discretion, whether Residents can be accommodated during the Holiday Break period.
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9. Changes in Assignment

1. Changes by SHS:

- a) SHS may in its sole discretion, change a Residence or room assignment to better configure available space. Adjustments in fees will be made to reflect the new Residence or room assignment, as applicable.
- b) SHS may, in its sole discretion, change the Residence or room assignment of a Resident who is subject to disciplinary action or whose behaviour is deemed by SHS to threaten the health and safety of other Residents.
- c) SHS may, as necessary to allow for isolation, quarantine or other appropriate health-related measure consistent with governmental, public health and/or medical guidance (as determined by SHS in its sole discretion) due to a Communicable Disease, change the Residence or room assignment of a Resident if a situation is deemed by SHS to threaten the health and safety of that Resident or of other Residents. Such a change: may be made at any time; for any length of time; and, without limitation, may be a change made to the location of the assignment, occupancy type, or roommate. SHS may assign a Resident to a location determined by SHS to be appropriate in the circumstances (including but not limited to a new room, floor, building, off-campus facility operated by a third-party contractor who has a relationship with University, or a Resident's permanent home address) as necessary to allow for isolation, quarantine or other appropriate health-related measure consistent with governmental, public health and/or medical guidance (as determined by SHS in its sole discretion) due to a Communicable Disease.

2. Changes by Resident:

- a) Once assigned, a Resident is not permitted to change his/her Residence or room assignment without prior written permission from SHS. If a Resident is dissatisfied with his/her Residence or room assignment, he or she may submit a Transfer Request Form from <http://housing.uoguelph.ca/roomtransfer> requesting an alternative assignment or contact SHS at transfer@uoguelph.ca from his or her "@uoguelph.ca" email account, and ask to be placed on a waiting list for his or her preferred space.
- b) If a new Residence or room assignment is approved, fees may be adjusted to reflect the new Residence or room assignment.
- c) Residents are not permitted to sublet their room.

10. Meal Plans

1. Residents with Fall/Winter Contracts who are assigned to the North or South residences (except for South apartments) are required to purchase a Residence meal plan for each of the Fall and Winter semesters from Hospitality Services.
2. Meal plans are optional for Residents with Fall/Winter Contracts who are assigned to other residences, and in South apartments. Full kitchen facilities are provided.
3. Meal plans are not offered during the Summer Semester.

For full information on the costs and rules applying to meal plans, please consult the Hospitality Services website at: <http://www.hospitality.uoguelph.ca>

[\[- Back To Top -\]](#)

11. Check-in

1. Residents may complete Check-in on the applicable Residence Opening Date and no later than noon of the first day of classes as identified in the University's academic calendar. Failure to complete Check-in by the dates indicated will be deemed to be a breach of the Contract and may be grounds for Termination of this Contract under Section 17.
2. Residents are required to complete specified online education/information modules prior to Check-in. Details regarding these requirements will be shared via email by July 20th, 2023. Failure to complete Check-In requirements, especially the specified online education/training modules may impact your residence eligibility.

[\[- Back To Top -\]](#)

12. Room Inventory and Damages/Loss

1. Residents are provided with a room inventory form at Check-in ("Room Inventory Form"). Residents must complete the Room Inventory Form carefully and return it to the assigned Residence Desk within 48 hours of occupancy. The Room Inventory Form is used by SHS to check against loss or damage to Residence rooms or their contents.
2. If a Resident fails to submit a Room Inventory Form, it shall be deemed an acknowledgment by the Resident that the Residence room and its contents were in immaculate condition and repair on the date possession was given.
3. Residents are held responsible for any damage or losses to their Residence rooms and its contents. Residents who change their Residence or room assignment are responsible for loss or damage which apply to their dates of occupancy.
4. Residents in apartment or townhouse-style accommodation are jointly and severally responsible, with the other Residents of the apartment or townhouse, for damage or losses to the shared areas of the apartment or townhouse.
5. In some circumstances, all Residents in a Residence or section of a Residence may be accountable for damage through Community Billing (see the Residence Community Living Standards).
6. Residents will be held financially responsible for damage to Residence buildings or property that results from willful or negligent actions by Residents, their guests, invitees and agents, even though it may not be their intention to damage University property. Further all Residents will be held responsible for any and all damages costs resulting from frozen and/or burst pipes caused by you or your guests, agents or invitees due to events such as failure to keep your windows closed in cold temperatures.
7. It is solely the responsibility of the Resident to report any damages to the Residence front desk to that a work order can be initiated.

[\[- Back To Top -\]](#)

13. Indemnity, Liability and Insurance

1. Resident shall indemnify and hold harmless the University and SHS from all claims, liabilities, costs, expenses, damages, and legal expenses arising out of or in any way connected with Residents' or guests', agents' or invitees' use and occupancy of the Residence rooms, shared areas or common areas or any other part or parts of the Residence.
2. The University assumes no liability, directly or indirectly, for loss or theft of personal property, including food or for personal injury, including death on the Residence property or for damage or destruction of such property by fire, water or other causes (e.g. loss of utilities), except where the same is caused solely by the negligent act of the University.
3. Residents are required to have tenant insurance to cover their personal belongings and public liability during the term of the Residence agreement and any renewals or extensions thereof at their own cost. All Residents living in Residence will be automatically enrolled in the [University's mandatory Marsh Insurance program](#). Residents **cannot** "opt-out" of the insurance requirement. Costs of providing such insurance will be included in the Residence fees billed to the student

14. Safety and Security

1. In order to assist with safety and security, Residents are required to have a current University I.D. card and to produce such I.D. and their Key when requested by any member of SHS or the Campus Community Police
2. For the protection of their personal possessions, Residents are advised to lock their doors when leaving their room. Lost keys should be reported immediately to the Residence Desk. If a key is misplaced or lost, a temporary key will be issued for up to seven (7) days to give the Resident time to find the original. However, if after seven (7) days, the original key cannot be located, a permanent key will be provided or the lock changed and the expense charged to the Resident.
3. While Residents have a reasonable right to privacy in their Residence rooms, SHS reserves the right to enter rooms and to take any and all steps necessary for the safety, security and well-being of others and to maintain building integrity and safety. Specifically, SHS staff will enter residence rooms on or around Fall Break, Winter Break and Reading Week.
4. In order to support the health and safety of Residents as a result of a Communicable Disease, SHS may change assignments in accordance with Section 9 and/or develop and require Residents to abide by certain requirements including but not limited to the use of personal protective equipment consistent with University, campus, governmental, public health and/or medical requirements, physical distancing etc. ("Communicable Disease Precautions"). Failure to abide by these Communicable Disease Precautions will be deemed to be a material breach and may result in Termination of this Contract under Section 17.
5. The University maintains an Asbestos Management Program in accordance with Ontario Regulation 278/02 - Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations. Some University Residence buildings do contain or are presumed to contain asbestos. An up-to-date summary of asbestos containing materials in University Residence buildings can be found at [Campus Buildings with Asbestors](#) website.

The University maintains all asbestos containing materials in a safe condition during normal building operations. In the event of any maintenance, repair or renovation work, the University adheres to procedures in compliance with applicable regulations and legislation. The University shall not, in any event whatsoever, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by a Resident or guests as a result of any asbestos.

[\[- Back To Top -\]](#)

15. Payment of Fees and Charges

1. Fees must be paid prior to the beginning of the applicable semester. Fees are normally set no later than the end of June each year and information on current Fees are available on the Student Housing website. Failure to pay Fees prior to the appropriate semester may be grounds for termination of the Residence Contract.
2. Deposits paid for a Fall/Winter Contract will be applied against the Fees for the Winter semester.
3. All Fees (excluding the Deposit) are paid through Student Financial Services at: <http://www.uoguelph.ca/registrar/studentfinance>.
4. Charges (as defined) are due at the end of the semester in which they are incurred and are paid through Student Financial Services at: <http://www.uoguelph.ca/registrar/studentfinance>. Failure to pay Charges may result in academic sanction in accordance with University policy.
5. This section will survive termination of the Contract.

[\[- Back To Top -\]](#)

16. Fees and Charges

1. Fall/Winter Contract Fees for FALL 2023 / WINTER 2024

Fees are established in the spring of each year through the Board of Governors for the following academic year cycle.

Fall 2023 - Winter 2024 Residence Fees

Room Type	Campus Area	Deposit	Fall Semester	Winter Semester
		(applied to winter semester fees)		(amount owing after \$750 deposit applied to fees)
Single Room	North and South	\$750	\$4,486	\$3,736

Single Room	Johnston Hall	\$750	\$4,552	\$3,802
Single Room	Lambton Suite (2 or 3 bdrm East Residence University Houses West 3 bdrm Townhouse	\$750	\$4,686	\$3,936
Single Room	East Village 4-6 bdrm Townhouse	\$750	\$4,996	\$4,246
Double Room	North and South	\$750	\$3,845	\$3,095
Double Room	Johnston Hall	\$750	\$3,896	\$3,146
Double Room	East Residence	\$750	\$4,163	\$3,413
Double Room w Ensuite	Gordon Hall	\$750	\$4,486	\$3,736
Triple Room	North and South	\$750	\$3,570	\$2,820
Quad Room	North and South	\$750	\$3,423	\$2,673

2. Other Rates:

- 1. Temporary Expanded Space:** In order to accommodate all residence applicants, it may be necessary to assign applicants to a Temporary Expanded Space placement. If this occurs, residents will pay an Expanded Space rate of **\$3,060** per semester. Expanded Space residents will be expected to relocate during the semester. Fees will be adjusted on a pro-rated basis.
- 2. Extended Term:** Residents who are granted permission for Early Arrival or Late Check-out Extension outside of the Contract term will be charged **\$35** per night, if approved for an extended term.
- 3. Other charges:** Additional charges may be applied to the student account for damages, repairs, lost keys, improper check-out, or fines related to violations of the Residence Community Living Standards.

3. Fall/Winter Contract - Additional Fees and Charges

In addition to the above-noted Fees, the following additional charges will apply:

- 1. Interhall Council (IHC) Activity Fee:** **\$27.26** per semester. This fee is collected on behalf of the residence student government to support hall council activities.
- 2. Mandatory Insurance Fee:** One-time non-refundable fee will be applied to all Residents residing in single student residence for the [mandatory insurance plan](#).

4. Summer Contract Fees - SUMMER 2023

Summer Residence Fees 2023

Room Type	Campus Area	Total Fee
Singe	University Houses (limited)	\$2,200
Single	West Residence 3 bdrm Townhouse	\$2,200
Single	East Village Townhouses	\$2,200

5. Summer Contract - Additional Fees and Charges

In addition to the above-noted Fees, the following additional charges will apply:

1. **Mandatory Insurance Fee:** One time non-refundable fee will be applied for the Summer only Residence contracts for all Residents in single-student residences for [mandatory insurance plan](#).

[\[- Back To Top -\]](#)

17. Termination

Termination by SHS:

1. SHS reserves the right to terminate the Contract without notice where there has been a material breach of the Contract by the Resident, in SHS's sole discretion.
2. SHS reserves the right to terminate the Contract without notice and in SHS's sole discretion where due to circumstances related to a Communicable Disease, SHS determines it is not appropriate to continue to offer residence accommodation.

2. Termination by Resident: Fall/Winter Contract

1. Residents with a Fall/Winter Contract who terminate the Contract early are subject to the Refund policy in section 19.
2. Residents with a Fall/Winter Contract who terminate the Contract at the end of the Fall semester with prior written notice on the following bases ("Academic Bases"), are eligible for a refund of the Deposit in accordance with section 19. Academic Bases are defined as circumstances where the Residents:
 - will fulfill the requirements for graduation during the Fall semester, and have applied for Winter convocation;
 - are registered for the Winter semester in a University operated study-abroad programs; or
 - are participating in a Winter semester co-op work term.

3. Termination by Resident: Summer Contract

1. Residents with a Summer Contract who terminate the Contract early are subject to the Refund policy in section 19.
2. Written notice of termination by Resident
3. Written notice of termination must be delivered either by fax to 519-767-1670 or by email from the Resident's '@uoguelph.ca' email account to housing@uoguelph.ca

[\[- Back To Top -\]](#)

18. Vacating Residence

1. Residents are required to vacate Residence by the Check-out Time.
2. Residents vacating Residence must complete the Check-out Procedure and leave their Residence room in a reasonable state of cleanliness. Failure to leave Residence rooms in a reasonable state of cleanliness may result in Charges for additional cleaning.

[\[- Back To Top -\]](#)

19. Refunds

Any refunds are applied to the Resident's University student account.

1. Deposit - Fall/Winter Contract - termination by Applicant or Resident

1. If a Contract is terminated prior to July 16th for any reason, two thirds of the Deposit will be refunded. If a Contract is terminated on July 16th or after, there will be no refund of the Deposit. Requests for exemption from the forfeiture regulations based on medical, psychological or compassionate grounds may be submitted with supporting documentation to the Deposit Appeals Committee of Student Housing Services by email to appeals@uoguelph.ca within 30 days of the date of termination.
2. If a Contract is terminated early on Academic Bases and with written notice prior to November 1st, a full refund of the Deposit will be provided. If notice of termination is provided on or after November 1st, there will be no refund of the Deposit.
3. Deposit - Fall/Winter Contract - termination by SHS
4. If a Contract is terminated by SHS due to a material breach by the Resident, there will be no refund of the Deposit.
5. If a Contract is terminated by SHS due to a Communicable Disease (section 17.1.2), Residents may elect to receive a full refund of the Deposit or apply the Deposit towards payment of the Winter semester term, if applicable.

2. Fees - Fall/Winter Contract - termination by Resident

1. If the Contract is terminated prior to November 1 (for Fall semester) or March 1 (for Winter semester), Fees will be refunded from the Check-out Time to the last day of classes as defined in the University's academic calendar, on a pro-rata basis.
2. If the Contract is terminated early by a Resident on or after November 1 (for Fall semester) or March 1 (for Winter semester), there is no refund of Fees.
3. Fees - Fall/Winter Contract - termination by SHS
4. If a Contract is terminated early by SHS due to a material breach by the Resident (section 17.1.1) prior to November 1 (for Fall semester) or March 1 (for Winter semester), Fees will be refunded from the Check-out Time to the last day of classes as defined in the University's academic calendar, on a pro-rata basis.
5. If a Contract is terminated early by SHS due to a material breach by the Resident (section 17.1.1) on or after November 1 (for Fall semester) or March 1 (for Winter semester), there is no refund of Fees.
6. If a Contract is terminated early by SHS due to a Communicable Disease (section 17.1.2), Fees will be refunded from the Check-out Time to the last day of classes as defined in the University's academic calendar on a pro-rata basis.

3. Fees - Summer Contract

1. If the Contract is terminated early either by a Resident or by SHS, Fees will be refunded from the Check-out Time on a pro-rata basis, or charged at the Summer Hostel rate, whichever is lower.

[\[- Back To Top -\]](#)

20. Correspondence

1. SHS communicates with Residents through their "@mail.uoguelph.ca" email account. The e-mail address that Applicants supply on the Application will be used until their "@uoguelph.ca" email account is activated. It is a Resident's responsibility to check his or her "@uoguelph.ca" email account regularly.
2. SHS does not accept responsibility for late or non-delivery of correspondence caused by Canada Post Corporation, courier companies, the on-campus mail services, or the Internet / email systems.

[\[- Back To Top -\]](#)

20. General

1. Survivorship: All clauses relating to damages, payments of Fees or Charges owing, survive the termination of this Contract.
2. Force Majeure: The parties to this Residence Contract agree that SHS shall not be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Contract when the delay or failure is due to fires, strikes, floods, strikes, lockouts, Communicable Disease, public health emergencies, quarantines, acts of God or public enemies, lawful acts of public authorities or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.
3. Residents acknowledge that the Government of Canada, the Government of the Province of Ontario, local Governments and/or public health authorities may respond to Communicable Diseases with legislative amendments, controls, orders, by-laws, requests of the public, and requests and requirements of the University (collectively, the “Governmental Response”). It is uncertain how long any Communicable Disease, and any related Governmental Response, may continue, and it is unknown whether there may be a resurgence of the relevant Communicable Disease and a resulting or supplementary renewed Government Response. 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:
 - a. the continued spread of a Communicable Disease;
 - b. the continuation of or renewed Governmental Response to control the spread of a Communicable Disease; and
 - c. a decision by the University made in good faith, to control the spread of a Communicable Disease, even if exceeding the then current specific Government Response.
4. Dates or times of performance by the University shall be extended to the extent of delays excused by this clause, provided that the University notifies the other promptly of the existence and nature of such delay and shall, so far as practicable, use reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance
5. Resident Health and Safety Requirements: Residents must comply with all applicable Governmental Response and/or University requirements addressing health or safety, including, but not limited to mitigating the risk of Communicable Disease. Without limiting the generality of the foregoing, the University’s requirements may include: pre-screening measures; educational training; Communicable Disease testing as University deems appropriate consistent with University, campus, governmental and/or public health requirements; information reporting and assisting with contract-tracing; using personal protective equipment consistent with University, campus, governmental and/or public health requirements; complying with campus density restrictions and physical/social distancing guidelines; implementing personal hygiene and respiratory etiquette; complying with any isolation, quarantine or other measures consistent with University, campus, governmental and/or public health requirements; and complying with any assignment or re-assignment as described in Section 9. Notwithstanding any other provision of this contract, University may immediately terminate this contract without prior notice if Resident violates this requirement.

[\[- Back To Top -\]](#)

21. Important Dates

[See Important Dates.](#)

Structure:

[Residence Contract](#)