



The Battery Facility Accommodations Agreement

This Agreement is made between Student Residences, Memorial University in St. John's, Newfoundland and Labrador, Canada and the Resident.

SECTION 1: CONDITIONS AND TERMS

1. The Resident agrees to remain registered as a graduate student at Memorial University or the Marine Institute for the duration of this Agreement.
2. Student Residences agrees to provide to the Resident accommodations at Memorial University's Battery Facility Accommodations during the period of this agreement, which is to continue on a month-to-month basis from the time of move-in until either the end of a maximum two-year period or the end of a 30-day notice period, whichever occurs first.
3. The Resident agrees to pay to Memorial University the full cost of the monthly accommodations, as indicated below under Rates, the 1st of each month of occupancy, with the first payment due at move-in.
4. The Resident agrees that in the event they move into the Battery Facility Accommodations on any day other than the first of the month, a pro-rated monthly rent based on number of days moved in will be charged.
5. The Resident agrees that in the event the latter of their move out day or the end of their 30-day notice period falls on any day other than the last of the month, a pro-rated monthly rent based on number of days at the facility will be charged.
6. The Resident acknowledges that the accommodations monthly rate is subject to change with 3 months advance notice from Student Residences.
7. The Resident acknowledges that they are required to remove all personal belongings from their assigned accommodations, generally clean the room and ensure in good repair, and leave the Battery Facility Accommodations by the last day of their two-year maximum rental period or 30-day notice period to move out, unless continuance arrangements are confirmed in writing.
8. Rates:

Room Description	Standard Rate (Monthly)	Introductory Rate (Monthly)
Harbour Wing (Hillside View)	\$650.00	\$550.00
Harbour Wing (Ocean View)	\$675.00	\$575.00
Tower (Hillside View)	\$700.00	\$600.00
Tower (Ocean View)	\$725.00	\$625.00
Tower – Wheelchair Accessible Rooms (Hillside View)	\$650.00	\$550.00

The introductory rate will apply on all relevant room rates for students residing at the facility until the latter of March 31, 2018 or until construction is deemed significantly completed. Residents living at the Battery Facility Accommodations during this introductory period will be given a minimum of 3-months' notice prior to any rate change. The impact of the adjacent construction may include increased traffic, large vehicles in the parking lot, and increased noise.

During the construction period, wheelchair accessible rooms may be made available as standard non-accessible rooms. These rooms will become accessible following construction, at which time elevators will be in working order.

The above rates include utilities and in-room internet access (wired and wireless). Additional user rates will apply for cable television, laundry, and parking (if available)

SECTION 2: ASSIGNED ACCOMMODATIONS

1. The Resident acknowledges that the assigned accommodations are for their own personal use and agrees not to sublet the accommodations.
2. The Resident acknowledges that the assigned accommodations are for residential purposes only and agrees not to use their assigned accommodations to operate a business or use their access to their assigned accommodations as a way of advertising for a business.
3. The Resident agrees that Student Residences may change the assigned accommodations at any time.
4. The Resident agrees not to change their assigned accommodations unless authorized by Student Residences.
5. Student Residences agrees to consider the Resident's requests for a change of assigned accommodations, but does not guarantee any requested changes.
6. Student Residences agrees to provide the Resident, once checked in, with at least 24 hours notification (with the exception of emergency situations) prior to any change in assigned accommodations.
7. The Resident agrees that Student Residences may, under special circumstances, provide the Resident with temporary and/or alternative accommodations.

SECTION 3: CHECKING IN TO THE ACCOMMODATIONS

1. The Resident acknowledges that the regular operations of Student Residences correspond to the university's academic semesters (i.e. fall and winter semesters, and the spring semester).
2. The Resident acknowledges that the regular operations of Student Residences cease between academic semesters and some regularly provided services may not be available before, after, or in between the academic semesters. Mail service will not be affected.
3. The Resident may Move-In to their assigned accommodations on their requested Move-In Day.
4. The Resident agrees to vacate the accommodations no later than their designated Move-Out Day.

SECTION 4: ACCESS TO THE ACCOMMODATIONS

1. The Resident agrees that the assigned accommodations including furniture, furnishings, and associated equipment remain the property of Memorial University.
2. The Resident agrees that authorized university staff and/or external contractors have the right to enter, in accordance with the Procedures for Entering Residence Rooms/Apartments, any residence, apartment, or room in order to conduct regular inspections, make necessary repairs, and verify compliance with this Agreement, the **Student Residence Regulations**, the university's **Student Code of Conduct**, and the local laws.
3. Student Residences agrees to provide the Resident with the necessary key(s)/card(s) for access to the assigned accommodations, including building, room, and related common areas.
4. The Resident accepts responsibility for the care and control of the assigned key(s)/card(s).
5. The Resident agrees to only use the key(s)/card(s) for purposes for which they were provided.
6. The Resident agrees to neither loan nor otherwise give possession of the key(s)/card(s) to another individual.
7. The Resident agrees to neither alter nor permit the alteration of the key(s)/card(s).
8. The Resident agrees to neither copy nor permit the copying of the key(s)/card(s).
9. The Resident agrees to inform Student Residences, as soon as possible, if the assigned key(s)/card(s) do not function properly, or are lost.
10. The Resident agrees to return the key(s)/card(s) to Student Residences when checking out of the accommodations.
11. The Resident agrees not to access any area of the Battery Facility Accommodations that their assigned key(s)/card does not grant them access or to access any area of the Battery Facility not open to the public.

SECTION 5: MAINTENANCE OF THE ACCOMMODATIONS AND UNIVERSITY PROPERTY

1. The Resident agrees to maintain the assigned accommodations, including furniture, furnishings, and associated equipment (e.g. keys, locks, access cards, etc.) in a clean, hygienic, and proper working condition.
2. Residents are permitted to keep small fish as pets as long as the container it is held in does not exceed 2 liters. All other types of animals, (e.g. reptiles, mammals, birds, etc.) are not permitted as pets anywhere in the assigned accommodations or Student Residence facilities. Service animals may reside if approved by staff.
3. The Resident agrees not to throw anything, or permit anything to be thrown, out the windows, or to sweep or throw anything into the hallways, common areas, stairwells, sidewalks, fire escape routes, or grounds.
4. The Resident agrees not to tamper with, or otherwise disable any of the safety and security equipment (e.g. fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers, etc.).
5. The Resident agrees to use only Canadian Standards Association (CSA) approved cooking appliances, including microwaves, deep fryers, toaster ovens, toasters, coffee makers, etc. and only in areas that have been designated as kitchens. Student Residences reserves the right to confiscate appliances that are in violation of this clause.
6. The Resident agrees not to have any furniture or furnishings that contain water (e.g. water beds, fish tanks larger than 2 liters, etc.) in the accommodations.
7. The Resident agrees to promptly report, to the appropriate university staff, any failure of equipment including mechanical, plumbing, and electrical equipment, and any other university property.
8. The Resident agrees to promptly report, to the appropriate university staff, any pest control issues such as but not limited to rodents and insects.
9. The Resident agrees not to alter the permanent features (i.e. walls, blinds, furniture) of their assigned accommodations by painting, removing, relocating or changing the permanent features in any way.

10. The Resident agrees to notify Student Residences immediately of, and accept responsibility for, any loss of, or damage to, the assigned accommodations, furnishings, furniture, and equipment (e.g. keys, locks, access cards, fire & life safety, bed, desk, chairs, etc.).
11. The Resident agrees to bear the cost (i.e. parts, labour, and administration fee) of cleaning, repairing, or replacing, any assigned accommodations, furnishings, furniture, and equipment (e.g. keys, locks, access cards, fire & life safety, etc.), as assessed by Student Residences.
12. The Resident accepts that Student Residences cannot guarantee an allergen free environment.
13. The Resident acknowledges that certain items may be identified as potential hazards to residents, staff and/or their assigned accommodations and therefore are not permitted in the Battery Facility Accommodations without explicit permission from the Director of Student Residences (or delegate). These include (but are not limited to) such items as open flames, propane tanks, air conditioners, vaporizers.

SECTION 6: RESIDENT'S PROPERTY

1. The Resident agrees that neither Student Residences nor Memorial University is responsible for damage to, or loss of the use of, any of the Resident's personal property. Student Residences strongly recommends that the Resident obtain tenant's insurance.
2. The Resident agrees to remove all their personal property from the Battery Facility when checking out at the end of this Agreement.
3. The Resident agrees that Student Residences has the authority to remove and dispose of any of the Resident's personal property after the Resident has checked out.

SECTION 7: RESIDENT CONDUCT

1. The Resident agrees to behave in accordance with, and abide by, the Memorial University **Student Code of Conduct**, the **Student Residence Regulations**, the Battery Facility Graduate Student Accommodations Accommodation Agreement, and municipal, provincial, and federal laws.
2. The Resident agrees that these regulations represent a minimum standard of conduct that is expected of all residents or students of Memorial University and the Marine Institute.
3. The Resident agrees to abide by the additional regulations pertaining to designated special areas, if any, within the Battery Facility Accommodations (i.e. Quiet Area, Alcohol Free Area).
4. The Resident acknowledges that their conduct may be recorded by university staff and included in their Resident Record.
5. The Resident acknowledges that, in accordance with Memorial University's **Student Code of Conduct**, reports of the Resident's behaviour that is in violation of university policies, rules, or regulations, and/or municipal, provincial, or federal law may be referred to other university officials and/or local law enforcement agencies.
6. The Resident acknowledges that they may be sanctioned to other departments by authorized university officials for conduct that is an offence under the **Student Residence policies**, the Battery Facility Accommodations Agreement and/or the university's **Student Code of Conduct**.

SECTION 8: PERSONAL INFORMATION

1. Student Residences agrees to maintain the Resident's Record, including relevant personal information (e.g. the Resident's application, agreements, reports, etc.) in accordance with the university's privacy policy and the provincial Access to Information and Protection of Privacy Act (ATIPPA).
2. The Resident authorizes the Registrar of Memorial University to release, upon request, to the Director of Student Residences (or delegate), the Resident's academic and financial information.
3. The Resident authorizes the Director of Student Residences (or delegate) to contact the emergency contact persons as recorded on their student record, in the event, or threat, of serious illness or injury. This may require disclosure of a medical or personal condition as part of the circle of care and efforts to resolve.
4. The Director of Student Residences (or delegate) may use the contents of the Resident Record to make decisions concerning sanctions, as per the **Student Residence Regulations** and the university's **Student Code of Conduct**, and readmission to The Battery Facility Accommodations.
5. The Resident has the right to access their personal information/Resident Record that is entrusted to the Student Residences. Inquiries concerning access to the Resident Record should be directed to the Residence Life Office.

SECTION 9: COSTS, CHARGES, AND PAYMENT

1. The Resident acknowledges that Student Residences will post appropriate charges (e.g. monthly rent, repairs, cleaning, monetary sanctions, etc.) to their financial account with Memorial University.
2. The Resident agrees to pay the full sum of the posted monthly room rental rate prior to, or on, monthly fees payment day. Generally considered to be the first day of each month.

SECTION 10: TERMINATION

1. The Resident agrees that this Agreement can be terminated by Student Residences with 48 hours-notice if the resident contravenes any of the terms and conditions stated herein including violation of rules and regulations, or at the end of the two year maximum accommodations period permitted.
2. The Resident agrees that this Agreement can be terminated without penalty if they accept a research position or opportunity that requires them to travel further than 50kms from the Battery Facility Accommodations.
3. The Resident agrees that this Agreement will be automatically terminated if the Resident is required to withdraw (NOTE: being placed on academic warning does not apply) by the post-secondary institution at which they are registered.
4. The Resident agrees that termination of this Agreement, prior to the stated end date of the agreement for any reason, including an eviction sanction, does not absolve the Resident of responsibility for paying one month's rental rate.
5. The Resident agrees that they are required to provide Student Residences with 30 days' advance notice of intent to vacate or end the rental agreement.

SECTION 11: ACCEPTANCE OF THE AGREEMENT

By indicating acceptance of this Agreement, the student agrees to the aforementioned conditions and terms, including the associated financial responsibilities and adherence to Memorial University's **Student Code of Conduct**, the **Student Residence Regulations**, and local laws.

I, _____, have read and accepted this Accommodations Agreement on _____.

Witness for Student Residences