

RULES AND ADDITIONAL CLAUSES RELATING TO BISHOP'S UNIVERSITY RESIDENCE ROOMS (By-laws of the immovable)

DESTINATION OF PREMISES:

The premises shall be leased as a dwelling. Unless the premises are to be shared with co-lessees as specified on the first page of the lease, no other persons shall be permitted occupancy thereof.

ELIGIBILITY OF THE LESSEE:

It is understood and agreed that to be entitled to lease a room in Bishop's University Residences the lessee must be a full-time student in good academic standing or have the special written permission from the Director of Residence and Conference Services.

SERVICES COVERED BY THE LEASE:

The lease includes a mandatory meal plan (the student chooses the plan best suited to him/her). Bishop's does not have "room only" plans.

FEES:

The total annual residence fee for room, board and communication fees are divided into eight equal monthly payments. One-time administration & miscellaneous fees will be applied to your residence account in September (for students registered for both fall and winter) or in January (for students registered for winter semester only). All residence and meal plan fees are payable on the first of every month to Residence and Conference Services. Residence fees that are outstanding in excess of \$100 and have not been paid by the 10th of any month will be charged a \$25 late fee.

ALTERATION AND DECORATION OF PREMISES:

The lessee agrees;

1. Not to make any changes or alterations to any part of the premises. This includes wallpapering, painting or perforating the walls, ceiling, floors, windows, or doors.
2. Not to tamper with or modify any electrical, plumbing, or heating equipment.
3. To pay for any and all damage caused to the residence by him/her, or by his/her visitors.

APPLIANCES:

The following electrical appliances are permitted: stereos, radios, televisions, hairdryers, small refrigerators, microwaves, kettles and toasters. No appliance consuming more than 1500 watts or any appliance with an exposed heating element shall be permitted.

CHANGES TO THE LEASE:

No changes to this lease can be made without the written permission of both the lessee and the lessor.

DAMAGE REPORTING:

Immediately upon occupying the leased premises, the lessee shall report any visible damage or repairs required in writing to the Office of Residence and Conference Services.

ELECTION OF DOMICILE:

The lessee elects domicile at the premises hereby leased for the purpose of the service of any legal documents in any suit, action, or proceedings, which the lessor may take.

FURNISHINGS:

The lessee agrees to treat with reasonable care the furniture, equipment and other objects placed within the leased premises. The lessee agrees to pay for any excessive damage to, or loss of the items supplied with the room.

INFRINGEMENT PENALTY:

The infringement by the lessee of any of the obligations set forth in this lease will entitle the lessor to demand the immediate cancellation of the lease, without prejudice to any claim for rent or damages.

PROPERTY:

The lessee assumes all responsibility for his/her belongings. The lessee should ensure that they have insurance to cover any damages they incur to the residence property or their belongings.

ROOM CHANGES:

The lessor reserves the right to transfer the lessee to similar accommodation. However, the lessee must not change rooms without the approval of the Director of Residence and Conference Services. Room changes requested by the lessee may be subject to a fee.

WITHDRAWAL:

Students who enter into a lease with the university are committed to that lease for the duration of their academic year. A student who withdraws from the University must notify Residence and Conference Services in writing of their intent to withdraw and will be required to pay one month's rent from the date they vacate residence ("rent" includes both room and meal plan).

In the event that a student is asked to withdraw from residence by the university for any reason, that student will be required to pay the remainder of the current month's rent and meal plan charges plus any other fines, restitution or sanctions as stated in the Residence Community Living Standards, the Code of Student Conduct or the Charter of Students Rights and Responsibilities.

CONSERVATION POLICY:

The lessee acknowledges that the lessor has in effect an energy conservation policy to reduce fuel consumption and related costs.

WINTER AND SPRING BREAK:

The lessee acknowledges that during the Winter Break, residence halls and all food outlets are closed in order to protect the buildings and the property of the tenants.

During Spring Break, residence halls remain open and food services may be limited.

INTERNET/REZNET:

Neither Bishop's University nor its agents are responsible for damage or loss to students' personal computer equipment, whether connected to the RezNet network or not.

INSURANCE:

As a tenant, you are legally responsible for damage to your rented unit, damage to your property and for the well-being of your visitors. Residence students should carry insurance to protect their property. Both public liability and property damage insurance coverage is recommended. Note: as a student, you may already be protected under your parents' insurance policy.

Why You Need Tenant Insurance

As a tenant, you are legally responsible for any damage you cause to any part of your building and for unintentional harm caused to others who live in or visit the property.

Example: Leaving your window open and allowing water pipes to freeze and burst may result in thousands of dollars of damage. You may have to pay for the damage to your unit and the rest of the complex.

For more information, please visit the Insurance Bureau of Canada at <http://www.ibc.ca/on/home/rental-properties/tenant-insurance>

PROHIBITIONS:

The following practices and activities are strictly prohibited in the residence buildings and constitute a violation of the lease agreement, including the individually leased premises (i.e. rooms). These prohibitions may result in sanctions under the Residence Community Living Standards, up to and including eviction from Residence. Please note that The Residence Community Living Standards (RCLS) applies to all residence buildings, entrances, and walkways leading to residence, any fire escapes attached to residence and the lawn areas surrounding every residence as well as all food service locations on campus.

Activities that will result in immediate eviction from residence include:

1. The distribution or sale of illegal drugs or facilitating the distribution of illegal drugs in residence.
2. Willful damage to residence property.

Activities that may result in eviction from residence include:

1. Use or possession of illegal drugs.
2. Use or possession of cannabis.
 - Tenants, 21 years of age and older, may possess and store in their place of residence 30 g of dried cannabis or the equivalent, as long as it is for personal use and in accordance with all applicable legislation. Thus, it must be legally obtained from a government establishment such as the Société Québécoise du cannabis.
 - All cannabis must be stored in an airtight container and appropriately labeled to denote that it contains cannabis.
 - Smoking of cannabis anywhere on campus is prohibited.
 - Residents will not be permitted to have bongs and pipes in housing owned by Bishop’s.
 - Residents are not permitted to utilize cooking facilities to create edibles that include cannabis.
 - Residents are not permitted to have cannabis plants.
3. Unauthorized sale or use of alcoholic beverages.
4. Damage to residence property.
5. Use, possession, or sale of firearms, explosives, fireworks, volatile materials or other potentially dangerous weapons, substances or materials.
6. Use of cooking appliances, except in those areas where Bishop’s University has supplied appropriate cooking facilities.
7. Removal of window screens.
8. Except in an emergency, the use of exterior window ledges or roofs of any residence.
9. Ejection of anything from windows or rooftops.
10. Discharging, tampering with or operating of any fire prevention or detection apparatus for any purpose other than the control of a fire.
11. Tampering with electrical services, telephones, vending equipment, televisions and satellite dishes.
12. Participation in potentially destructive activities that might cause personal injuries or property damage – ie. water fights.
13. Entry to another resident’s room or disturbance of another resident’s property without permission of the resident (**Note:** In cases of emergency, Residence and Conference staff and/or Security reserves the right to enter residential rooms).
14. Deliberate or negligent breakage of glass.
15. Unauthorized entry or meddling with contents of University store rooms, offices, linen lockers, food outlets, and the possession of unauthorized keys.
16. Retention of any pets, other than fish that have not been approved through our process for emotional support animals or service animals.
17. Storage of bicycles and motorized cycles in rooms, stairwells and public walkways.
18. Relocation of any University or dining hall furniture.
19. Use of any article or appliance that produces an open flame is forbidden (ie. candles).

20. Use of rollerblades, ball hockey or such similar items in hallways is forbidden.

Special provisions respecting certain leases:

1 – LEASE WITH AN EDUCATIONAL INSTITUTION

Art. 1979. Every person pursuing studies who leases a dwelling from an educational institution is entitled to maintain occupancy for any period during which he/she is enrolled in the institution as a full-time student, but is not so entitled if he leases a dwelling from an institution other than the one in which he/she is enrolled.

A person having a lease for the summer period only is not entitled to maintain occupancy.

Art. 1980. A person pursuing studies who wished to avail themselves of the right to maintain occupancy shall give notice of one month before the expiry of the lease that he/she intends to renew it.

The educational institution may, however, for serious reasons, relocate the person in a dwelling of the same type as that which he/she occupies, situated in the same neighborhood and at equivalent rent.

Art. 1981. A person pursuing studies may not sublease the dwelling or assign his/her lease.

Art. 1982. The educational institution may resilient the lease of a person who cease to be a full-time student. It shall give him/her prior notice of one month, which may be contested, on its merits, within one month after it is received. The person pursuing studies may similarly, resilient the lease.

Art. 1983. The lease of a person pursuing studies is resilient of right when he ends his/her studies or ceases to be enrolled in the educational institution.

The lessee agrees to conform to the rules and regulations of Bishop’s University as outlined in the Code of Student Conduct, the Charter of Student Rights and Responsibilities, and the Residence Community Living Standards.

It is acknowledged and certified that the above rules and additional clauses have been received, read, understood and agreed to.

The parties expressly agree that the present be drafted in English. Les parties conviennent expressément que la présente soit rédigé en anglais.

Name: _____
(please print)

Signature: _____

Date: _____