

## **THE TERMS AND CONDITIONS WITH THE KING'S UNIVERSITY COLLEGE AS FOLLOWS:**

This agreement is between THE KING'S UNIVERSITY COLLEGE ("University College") and ("User") and is effective as of the date it is signed

### **1 ASSIGNMENT**

That the User will not assign this Agreement or any parts thereof without the prior consent in writing of the University College.

### **2 INDEMNIFICATION**

That the User will indemnify and save harmless the University College or and from any and all manner of damages, losses, costs and charges whatsoever occasioned to, or suffered by or imposed upon the University College or its property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with, arising out of the User's use of the Facilities and Services or out of any operation in connection therewith, or in any respect of any damage or injury to any person or thing by, from or on account of the User's use.

### **4 BUILDING POLICIES**

That the User will abide by the following building policies:

- (a) The University College is a smoke free facility. Smoking is only permitted on the North or East sides of the building, and must be at least five (5) meters away from any doorways or windows. There will be a charge of \$250 if there is any evidence of smoking to be found inside the room/building.
- (b) Pets, such as dogs and cats or other animals except for guide dogs, are not permitted in the building, including residence rooms.
- (c) Possession or consumption of alcoholic beverages and/or illicit drugs is strictly prohibited and will result in an automatic notice of eviction.
- (d) Occupancy shall not exceed two (Tower room) or six (Apartment suite) persons without prior permission from the University College. A fee of \$10 will be charged for each additional person over these limits up to the room maximums.

### **5 KEYS/FOBS**

- (a) The University College will provide up to two (2) keys/fobs for each residence room occupied by the User. These keys/fobs are to be returned undamaged to the University College by the User upon checkout. Charges of \$100 for any combination of keys/fobs damaged, lost or not returned, if any, will be applied to the User.
- (b) The University College will replace lost or damaged keys/fob within two (2) working days of notification by the User of loss or damage.
- (c) Separate keys are available in order to access laundry or work out facilities. These must be requested before checking in. A \$10 deposit is required in order to obtain a laundry key. Charges of \$100 for any combination of keys/fobs damaged, lost or not returned, if any, will be applied to the User.

### **6 ROOM POLICIES**

- (a) Check-in time is after 3:00 pm and before 10:00 pm. Earlier check-in times can be arranged at least three (3) days prior to check-in.
- (b) Check-out time is any time before 11:00 am. Keys/fobs are to be left at the front desk with the receptionist or security guard upon check out. If you are checking out before 7:00 am, key/fob(s) need to be left in the room.
- (c) From September to April, quiet hours begin at 10:30 pm. During exams, quiet hours begin at 8:30 pm. From May to August, quiet hours begin at 11:00 pm.
- (d) The User may only use the room previously agreed upon on the agreed upon dates listed on the Reservation Confirmation Sheet.

### **7 INSPECTION**

That the University College will perform a check-in inspection of each residence room within one (1) week prior to the start of term. A check-out inspection will be completed within two (2) weeks after the end of term at which time charges for damages incurred, if any, will be applied to the User.

### **8 PARKING**

The only visitor parking available to visitors is in the east parking lot, located at the back of the building and only in designated visitor parking stalls. Any violation tickets are the sole responsibility of the guest. All cars are left at the owner's risk. The University College accepts no responsibility for cars parked on the property or its surrounding area.

### **9 SECURITY DEPOSIT**

- (a) A security deposit of \$350 is due upon reservation on bookings for more than thirty (30) days. All security deposit payments are to be made by credit card. Security deposits will be returned within seven (7) days of the check out date, should no damages incur.
- (b) The University College shall not be responsible for any loss or damage to any property arising from any cause whatsoever, or for any loss due to the breakdown of machinery failure, of supply of electricity, leakage of water, fire, Government restriction, or Act of God.

## **10 CANCELLATION POLICY**

If a reservation is cancelled at least one (1) business day before the date of check in, no monetary charges will be made. Any cancellation on the date of reservation, the User will be charged for the full room rate.

## **11 PAYMENTS**

Payment for the accommodations is due upon check in. A credit card number is required to hold the room. This credit card number will be charged on the day of check in for the full amount of the reservation. Any damages or charges will also be charged to the credit card number given upon booking. If you would like to make alternate payment arrangements, please advised Conference Services at the time of booking. The University College accepts payment by credit card (Visa or Mastercard), cash, cheque or debit.

## **12 SECURITY**

(a) The building's hours of operation are from 7:00 am to 11:00 pm on weekdays, and 8:00 am to 11:00 pm on weekends.

(b) It is understood between the two parties that those areas of the campus building not available to the User under this agreement are monitored by a security alarm system when the campus building is closed, and the cost of responding to any intrusion alarm occasioned by the User may, at the discretion of the University College, be for the account of the User.

(c) All personal property left in rental rooms are at the sole risk of the owner. The University College accepts no responsibility for any property belonging to the User at any time.

## **13 AUTHORIZED RESIDENCE OCCUPANTS**

That the user will provide the University College with a listing of the names of all authorized residence occupants at the beginning of the rental period, and notify the University College of any subsequent changes to authorized occupants. Any unauthorized occupants will be given a notice of eviction.

## **14 QUIET POSSESSION AND ACCESS**

(a) That the University College will permit the User, on paying the charges and damages deposit and observing and performing all Terms and Conditions on the part of the User described in this Agreement, to peaceably enjoy the facilities for the terms and purpose hereby granted without interruption or disturbance from the University College.

(b) That the University College may enter the facilities without permission, and without giving the User notice, if the University College has reason to believe there is an emergency.

(c) That the University College may enter the facilities without permission, after providing the User with at least twenty four (24) hours notice before entering to do repairs or inspect for damages.

## **15 PROMOTIONS OR ADVERTISING**

This Agreement, once duly executed, does not represent University College support or sponsorship of the activities contracted for use of the University College name or location for purposes and promotions or advertising is strictly prohibited unless written approval is proved by the University College.

## **16 SOLICITATION**

No solicitation of students is permitted on campus without prior permission of the University College's Dean of Students.

## **17 DEFAULT AND TERMINATION**

Notwithstanding anything contained in this Agreement, the University College reserved the right to cancel this Agreement at any time whatsoever if, in the opinion of the University College, the performance or continued performance would or could result in damage to the real or personal property of the University College or if to allow such performance or continued performance would otherwise be dangerous or unsafe.

**Signature of User** \_\_\_\_\_

**Date** \_\_\_\_\_