

# King's University College Residence Agreement

I, (print full name) \_\_\_\_\_, the undersigned, hereby accept the offer of a space in the King's University College ("the College" or "KUC", as the case may be) Residence, and agree to all of the following terms and conditions:

**Academic Status:** I acknowledge and agree that I must be registered full-time (or equivalent) in an academic program at King's University College, the University of Western Ontario, Brescia University College or Huron University College to be entitled to accept or occupy space in King's University College Residence. Should I cease to be so registered I agree to give immediate notice to the Residence Manager. I agree to leave residence, in such an event, if deemed necessary by the Residence Manager.

**Fees:** I agree that on accepting this offer, I shall pay all fees for room, meal plan and incidental fees, as and when specified as outlined in the King's University College Fee Schedule.

**Term:** I agree that my residence term ("term") runs between Labour Day of the current academic session to the earlier of 24 hours after my last exam, or the last day of exams on the King's University College Calendar. I agree that residence is closed during the December holiday period to all students unless special permission is granted in advance by the Residence Manager.

**Early Termination:** In the event of my leaving King's University College Residence, for any reason, prior to the end of the term (as defined above), I agree that I am responsible for residence fees unless released from this obligation by the Dean of Students. I understand that for students released from the Residence Agreement refunds are made on the following basis: the residence deposit and incidental fees are non-refundable, and the balance of fees (room and meal plan) is refundable in accordance with the refund procedure established by King's University College and published on the College web site at [www.uwo.ca/kings](http://www.uwo.ca/kings). (Residence fee and meal plan refunds are calculated using the official withdrawal date and a 12% declining balance method).

**Meal Plan:** I agree that the Residence Meal Plan provided by the College is mandatory.

**Room:** I agree that my acceptance of this offer entitles me merely to the use of the space which is allocated to me by the Residence Manager in his/her sole discretion, and that the College will retain possession and control of such space during my occupancy. I further agree that the College is entitled to establish restrictions on my use of such space. The restrictions on my use of such space shall include:

a) Compliance with the regulations established by King's University College Residence, entitled "King's University College Rules of Residence", and with the "King's University College Residence Network Use Agreement" and with the "King's University College Alcohol Policy", as amended from time to time. (These documents are available on the King's University College website: [www.uwo.ca/kings](http://www.uwo.ca/kings). To receive these documents by mail, please contact the Residence Manager);

b) Compliance with other orders, notices and directives of the Residence Manager and the Residence Staff of King's University College;

c) Compliance with the rulings of any duly constituted residence disciplinary body;

d) Compliance with the rules and regulations of King's University College and applicable rules and regulations of The University of Western Ontario in force at any time and the directives of King's University College Security and The University of Western Ontario University Police Department when issued in performance of their duties;

e) The right reserved to the Residence Manager to re-allocate rooms;

f) The right of authorized staff of the College entry into my room at any time for maintenance and cleaning;

g)The right of the Residence Manager, Assistant Residence Manager(s), and/or acting Residence Manager, of entry into my room at any time in order to ascertain compliance with residence regulations;

h)The right of the Residence Manager, or acting Residence Manager, to levy charges in the event of damage done to my room or its contents or other College property by myself or my guests;

i)The right of the Residence Manager, or acting Residence Manager, to levy charges or fines in the case of disciplinary action arising from this agreement

I hereby disclaim and renounce any and all rights, claims, demands and causes of action of any kind or nature whatsoever that I may have against the College and those for whom they are in law responsible, arising out of or connected with any enforcement or non-enforcement by the College of any of the rules, regulations and rights listed in paragraphs (a) through (i) above.

I agree that I shall not hold the College and those for whom they are in law responsible liable for any losses, causes or action, demands or other incidental, indirect, consequential, special or contingent damages, regardless of form, whether or not the possibility of any such losses or damages reasonably could have been foreseen by the College that I may incur or sustain arising out of or in any way connected with my residence at the College or my failure to abide by the rules and regulations referred to in paragraphs a) through d) above, including, without limitation, theft, fire, howsoever caused, injuries or accidents to myself or my invitee, natural disasters, vandalism or the failure of the College to enforce the aforementioned rules and regulations.

In agreement with the College accepting me as a resident, I hereby agree to indemnify and save harmless the College, their successors and assigns, from and against all losses, liabilities, costs and expenses they may incur or sustain in respect of any demand, claim, action, suit or proceeding that is proposed or commenced against them, in relation to or arising out of my failure to abide by the rules and regulations referred to in paragraphs a) through d) above. This indemnity shall be binding upon my heirs, executors, administrators and personal representatives.

I further agree that should I use the King's University College recreational athletic facilities, participate in athletics at the College, or in intramural sports on College teams or participate in athletics at College events on or off-campus, that there are certain risks of injury that are inherent to participation in sports and recreational activities. These types of injuries may be minor or serious and may result from my own actions or the actions or inactions of others or a combination of both. I hereby warrant that I am physically fit should I choose to participate in such activities and understand that the choice to participate brings with it the assumption of those risks that are a part of athletic or recreational activities. Accordingly, I agree that the College and those for whom they are in law responsible shall not be liable for any injury to my person or loss or damage to my personal property arising from, or any way resulting from my participation in these activities. I further agree to indemnify and save harmless the College, their successors and assigns, from and against all losses, liabilities, costs and expenses that they may incur or sustain in respect of any demand, claim, action, suit or proceeding that is proposed or commenced against them relating to or arising out of my failure to abide by the rules and regulations that are designed for the safety and protection of participants in athletics and intramural sports howsoever caused and this indemnity shall be binding upon my heirs, executors, administrators, and personal representatives.

I hereby consent to the Residence Manager and/or Dean of Students reviewing my academic record as necessary for purposes of verification of my academic standing.

I understand and agree that the failure to abide by any of the above terms and conditions is a breach of this Agreement and that in such an event, the College may, at its option and with reasonable notice, terminate my residency at King's University College and I agree to vacate the premises with all of my belongings at the time specified by the College.

I understand and agree that if I am under the age of majority the College will contact my parent(s) or legal guardian as necessary concerning any part of this agreement.

All students, regardless of age, are encouraged to discuss this Agreement with their parent(s) or legal guardian prior to signing.

I have read the terms and conditions contained in the Agreement and agree to each and all of them.

*(Please Print)*

\_\_\_\_\_  
Surname

\_\_\_\_\_  
Given Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are under eighteen (18) years of age, this document must be co-signed by your parent(s) or legal guardian(s):

In consideration of King's University College agreeing to accept the above-named student as a resident, the undersigned agrees as follows:

1. I am the parent/legal guardian of the above-named student; and
2. I will be responsible for and will assume all of the obligations and liabilities of the above-named student in relation to the foregoing Agreement.

*(Please Print)*

\_\_\_\_\_  
Surname of Parent/Legal Guardian

\_\_\_\_\_  
Given Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised Jan. 2010