



## CONTRACT – STUDENT

### NORTHERN LIGHTS COLLEGE – STUDENT HOUSING CONTRACT

Northern Lights College (the “College”)

-and-

(the “Resident”) Assigned Room/Suite #:

**Whereas the College has accepted the application (the “Application”) of the Resident to live in Student Housing located at 9820 120th Avenue on the College’s Fort St. John Campus (the “Student Housing”) subject to the Resident entering into this Agreement, and the Resident has agreed to enter into this Agreement;**

**Now therefore** in consideration of the mutual promises herein contained, the College and the Resident agree as follows:

#### 1. Term

- a. This Agreement commences on the date it is signed by both parties

#### 2. Student Housing Period

- a. This Agreement is for accommodation in the Student Housing for one or more Student Housing period(s) (each, a “Student Housing Period”) set out in Schedule A. The Student Housing Period(s) correspond with the timing of the Resident’s on-campus programs and Schedule A may be amended from time to time during the Term as the program schedule is determined.

#### 3. Accommodation

- a. The Student Housing Manager will assign the Resident’s room and, if the room is part of a suite, the Resident’s suite for each Student Housing Period. For the purposes of this Agreement “room/suite” will refer to the Resident’s room and if the room is part of a suite, the suite as well, as assigned from time to time.
- b. Once the Resident has been assigned a room/suite and provided with a key and/or swipe card to the room/suite, the Resident has the right to occupy the room/suite and its furniture and effects, in accordance with this Agreement, for the applicable Student Housing Period or until Termination of this Agreement pursuant to Section 6.
- c. The College and/or the Student Housing Manager reserves the right to re-assign the Resident to a different room/suite for any reason and at any time on twenty-four (24) hours’ notice to the Resident.

- d. Room/suite transfer requests from the Resident will be considered by the Student Housing Manager depending on availability.

#### **4. Damage Deposit and Rental Fees**

- a. On or before the commencement date of each Student Housing Period, the Resident shall pay to the College rental fees in the amount set out in the Application as follows:
  - i. for a Short Term Stay, the rental fees for that entire Student Housing Period; and
  - ii. for a Long Term Stay, the rental fees for the first semester (four months) of the Student Housing Period.
- b. After commencement of a Long Term Stay, rental fees for the second (2<sup>nd</sup>) and each subsequent semester of the Student Housing Period are payable by semester, in their entirety, and are due on the first (1<sup>st</sup>) day of each semester. Nonpayment of rental fees by the first (1<sup>st</sup>) day of the semester will result in termination of this Agreement pursuant to Section 6.
- c. The Resident has paid to the College \$\_\_\_\_\_ as a damage deposit (the "Damage Deposit for long term only").
- d. At the end of each Student Housing Period or upon Termination of this Agreement pursuant to Section 6, the College may deduct from the Damage Deposit any sum due to it by the Resident under the terms of this Agreement, including without limitation any unpaid residence fees, the cost of any repairs to the Student Housing and/or replacing any of the property of the College therein, and/or the cost of cleaning the Resident's room/suite and any other part of the Student Housing.

#### **5. Liability**

- a. The College is not responsible for any property of the Resident or of the Resident's guest(s) which may be lost, stolen, destroyed, damaged or become inoperable in any way, wherever such occurs.
- b. The College is not responsible for any injury, death, damage or loss whatsoever to the Resident or the Resident's guest(s) while in or about the room/suite, the Student Housing or the College or while using facilities or equipment of or engaged in activities organized or sponsored by the College wherever they occur.
- c. The College is not responsible for any failure to perform its obligations under this Agreement in the event of circumstances beyond the College's reasonable control (including without limitation fire, flood, any act of God, strike or lockout) or for any failure to provide a utility service in the Student Housing or to the Resident or any change in the quality or quantity of a utility service, whether such utility service is provided by the College or a third party.



- d. The College is not responsible for any vehicles of the Resident or of the Resident's guest(s) that are towed due to licensing, abandonment or parking violations, wherever this occurs.
- e. The College strongly recommends that the Resident purchase personal insurance covering the Resident's own belongings and liability for personal injury and property damage.

## **6. Termination and End of Student Housing Period**

- a. Unless terminated earlier in accordance with its terms, this Agreement terminates at the end of the Term. Upon termination, the Resident remains liable for any rental fees or fines or other costs or charges pursuant to this Agreement or the *Student Housing Guide and Handbook*, available online at [www.nlc.bc.ca/prospective-students-housing/](http://www.nlc.bc.ca/prospective-students-housing/)
- b. The College may terminate or suspend this Agreement immediately at any time by providing written notice to the Resident in the event of circumstances beyond the College's reasonable control (including without limitation fire, flood, any act of God, strike or lockout) which make continued operation of the Student Housing unfeasible and in which case the College may make a pro-rated refund of the rental fee to the Resident.
- c. The College may terminate this Agreement immediately at any time by providing written notice to the Resident if, in the opinion of the Student Housing Manager, the continued presence of the Resident constitutes a real or apparent danger to the safety of staff or students of the College or any other person in the Student Housing. Such an occurrence would be considered an infraction outlined in the *Student Housing Guide and Handbook*.
- d. The College may terminate this Agreement at any time with one week written notice to the Resident where:
  - i. the Resident ceases, for any reason, to be a registered student in attendance at the College;
  - ii. in the opinion of the Student Housing Manager, the Resident has incurred a C1 infraction as outlined by the *Student Housing Guide and Handbook* or the rules, regulations and policies of the College;
  - iii. the Resident has not paid the required room fee at the required time or is in arrears in payment of other charges, fines or fees owed by the Student Housing to the College; or
  - iv. the Resident is otherwise in breach of this Agreement.
- e. The College may terminate this Agreement at any time with 48 hours written notice to the Resident where in the opinion of the Student Housing Manager, the Resident has



incurred a C2 infraction as outlined by the *Student Housing Guide and Handbook* or the rules, regulations and policies of the College.

- f. The Resident may terminate this Agreement prior to the end of the Term by giving the Student Housing Manager 48 hours written notice.
- g. This Agreement terminates (“Termination”):
  - i. at the end of the Term,
  - ii. at the end of the notice period if this Agreement is terminated pursuant to Section 6.c, 6.d, 6.e, or 6.f; or
  - iii. immediately if this Agreement is terminated pursuant to Section 6.b.
- h. At the end of each Student Housing Period and at Termination the Resident must:
  - i. relinquish all keys in the Resident’s possession relating to the Student Housing to the Student Housing Manager;
  - ii. return any linens, bedding, utensils, televisions or any other equipment provided by the College;
  - iii. vacate the Student Housing, including removing from the Student Housing all of the Resident’s belongings and ensuring that the room/suite is left in the same repair and clean condition as when first occupied by the Resident;
  - iv. pay the costs of:
    - (A) any repairs to the Student Housing,
    - (B) replacing any of the property of the College in Student Housing, or
    - (C) cleaning the Resident’s room/suite or any other part of the Student Housing,That are required as a result of damage or loss determined by the College to have been caused or contributed to by the Resident or the Resident’s guest(s); and
  - v. pay any rental fees that are outstanding.
- i. If this Agreement is terminated pursuant to Section 6.c, 6.d, 6.e or 6.f, the College will calculate the rental fees for the month in which Termination occurs on a pro-rata basis. The College will deduct any fees or amounts owed by the Resident to the College from any unused portion of the Damage Deposit (if any) and/or unused rental fees and will refund any remaining Damage Deposit and/or rental fees to the Resident.
- j. In the event the Resident fails to vacate the Student Housing as required pursuant to Section 6.h, the Student Housing Manager, other College staff or their agents may, without further notice to the Resident, enter the Resident’s room/suite whether the Resident is present or not and remove to storage the property of the Resident and



thereafter deny to the Resident all further access to the Student Housing. In such circumstances, the Resident will be responsible for paying the full amount of any costs associated with the failure to vacate, including the cost of any cleaning and repairs required. The Resident will be given written notice from the College to pick up their property within two (2) business days. If the Resident does not pick up their property within these two (2) business days, the College will place the property into storage for thirty (30) days at a cost of \$50.00 to the Resident. The Resident may retrieve their property from storage by making arrangements with the Student Housing Manager. At the end of the thirty (30) day storage period, the College may dispose of the property at its discretion.

- k. The room/suite and Student Housing will not be recognized by the College as being vacated until all keys and/or swipe cards relating to the Student Housing have been returned to the College, all goods and personal effects have been removed from the Student Housing and the Resident has left the room/suite and Student Housing, including all furnishings, appliances and equipment in the same repair and clean condition as when first occupied.
- l. The Resident agrees that is the Resident owes any amount of money to the College at the time this Agreement in terminated, after exhausting the Resident's Damage Deposit and any other refund due, the College will be permitted to withhold the Resident's transcripts, course marks and/or certificates until such amounts due are paid to the College in full.

## 7. Resident's Obligations

- a. The Resident agrees to comply with all federal, provincial and local government laws, regulations and bylaws and to comply with all rules, regulations and policies of the College with respect to the Resident's use and occupancy of the room/suite and the Student Housing, within the College premises and during any activity organized or sponsored by the College.
- b. The Resident acknowledges that they have access to an online copy of the *Student Housing Guide and Handbook* and agrees to comply with the *Student Housing Guide and Handbook*, as amended from time to time, during each Student Housing Period. The *Student Housing Guide and Handbook* can be found online at [www.nlc.bc.ca/prospective-students-housing/](http://www.nlc.bc.ca/prospective-students-housing/). If there is any inconsistency between the terms of this Agreement and the *Student Housing Guide and Handbook*, unless expressly stated otherwise, the terms of this Agreement govern to the extent required to resolve the inconsistency.
- c. The Resident agrees to maintain the room/suite and any property of the College therein in a good and clean condition and to advise the Residence Manager if any repairs are needed.



- d. If a Student Housing Period is a Long Term Stay, the Resident must complete and return the "Resident Room and Suite Inventory" form provided by the Student Housing Manager within 24 hours of occupancy of the room/suite assigned. The completed "Resident Room and Suite Inventory" will be used by the College to assist in assessing any damage or missing furniture during the Student Housing Period. If the Resident does not complete and return this form, the College shall assess the Resident for any damage on the basis that all parts of the room/suite, including furniture and effects, were in good condition at the time the Resident took occupancy.
- e. If a Student Housing Period is a Short Term Stay, the Resident is not required to complete the "Resident Room and Suite Inventory", but will be responsible for the costs required to fix any damage beyond normal wear and tear to the room/suite for the Residency Period.
- f. If a Residency Period Student Housing is a Long Term Stay, the Resident must complete a walk through inspection of the room/suite with the Student Housing Manager or other assigned College staff prior to or within 48 hours of vacating the Student Housing. Failure to participate in a walk through will result in the Resident forfeiting the Damage Deposit and the Resident will be liable to the College for any damages to the room/suite, including furniture and effects, assessed by the College that were not identified in the "Resident Room and Suite Inventory".
- g. The Resident must pay the College a fee for the reissuing of any keys (\$15 per key) or swipe cards (\$5 per card) due to loss or theft. Keys must be returned at the end of each Student Housing Period and at Termination or the Resident will be charged full replacement, even if the key or swipe card is turned in at a later date.
- h. The Resident is responsible for the behaviour and actions of any guest of the Resident. A guest includes any person the Resident permits into the room/suite or the Student Housing.
- i. The Resident acknowledges that the Resident does not have the right to exclusive occupancy of the room/suite nor does the Resident have the right of privacy in the room/suite except as set out in the *Residence Guide and Handbook*.
- j. The College has the right to enter the Resident's room/suite without notice for reasons of safety, security or the protection of persons or property, and to conduct an investigation of any alleged breach of the *Student Housing Guide and Handbook* or of any rule, regulation or policy of the College or for the enforcement of same. This includes permitting College staff, the Student Housing Manager and/or Resident Assistants to enter to view and monitor the state of cleanliness and repair of the Resident's room/suite, to make repairs, and if required, at the Resident's expense, to clean the room/suite and remove unauthorized items. If the entry is for a non-emergency reason, the College will provide 24 hours' notice to the Resident.



- k. The Resident agrees to make the Student Housing Manager or a Resident Assistant aware of any illegal activity or breach of the *Student Housing Guide and Handbook* the Resident witnesses or becomes aware of within the Resident's room/suite.
- l. The Resident' agrees not to assign or sublet the room/suite to any other person.
- m. The Resident agrees that the Resident and any guest(s) of the Resident, shall not engage in any criminal activity on the Student Housing premises or property including but not limited to:
  - i. any illegal drug-related activity (as described in the laws governing British Columbia and Canada);
  - ii. solicitation (sex trade workers and related nuisance activity);
  - iii. street gang or organized crime activity;
  - iv. assault or threatened assault;
  - v. unlawful possession or use of a firearm or prohibited weapons; and
  - vi. any activity, criminal or not, which threatens the health, safety or welfare of any other persons within the Student Housing.
- n. The Resident-must advise the Student Housing Manager when the Resident ceases to be a student of the College.
- o. The Resident must pay all fees as they are due and fines or other costs as they are imposed.
- p. The Resident agrees that in the case of an emergency, the College and/or Student Housing Manager may contact the following individual:

NAME:

PHONE:

## 8. General

- a. Any notice to the Resident shall be sufficient if served on the Resident personally, mailed to the Resident, emailed to the Resident at the email address provided by the Resident, or posted on the Resident's room/suite door.
- b. Any notice to the College shall be sufficient if in writing and delivered to the Student Housing Manager personally or sent by email to the Student Housing Manager at the email address provided in the *Student Housing Guide and Handbook*.
- c. In this Agreement, any decision or determination made by the College or the Student Housing Manager is at their sole discretion, unless expressly stated otherwise.



- d. The Resident may not assign any of the Resident's rights under this Agreement to any other person.
- e. This Agreement shall be governed by the laws of British Columbia and the laws of Canada applicable therein.
- f. This Agreement may be amended by the College in its sole discretion by providing written notice of the amendment to the Resident.
- g. If any provision of this Agreement or any part hereof is determined to be invalid it will be severed from this Agreement without affecting the remaining provisions of this Agreement.
- h. The Residential Tenancy Act of British Columbia does not apply to this Agreement.
- i. Should an incident occur resulting in police involvement, the Resident consents to the investigating police service releasing information to the College in accordance with *the Freedom of Information and Protection of Privacy Act*.

I acknowledge that I have read and understand this Agreement as well as the *Student Housing Guide and Handbook*. I agree to be bound by the terms and conditions of this Agreement and the terms, conditions and rules pertaining to Student Housing occupancy as they currently exist and as they may be amended or added to from time to time.

Agreed at \_\_\_\_\_ British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed on behalf of the Resident:

Signed on behalf of the College:

Resident Signature

Northern Lights College

*If the Resident is under the age of 19 as of the date this Agreement is signed, the Resident's parent or guardian must also sign below.*

Parent or Legal Guardian Signature

Date

Please Print Name

