

Off-Campus Living Agreement

WILFRID LAURIER UNIVERSITY DESIGNATES UNIT ____ WITH ____ BEDROOMS ON THE ____ FLOOR AT _____ (ADDRESS) FOR THE UNDERSIGNED.

EVERYONE LIVING IN AN OFF-CAMPUS WILFRID LAURIER UNIVERSITY FACILITY IS REQUIRED TO READ AND COMPLY WITH THE FOLLOWING CONDITIONS REGARDING LIVING IN THESE OFF-CAMPUS APARTMENT-STYLED FACILITIES.

1. Wilfrid Laurier University or its agent (“WLU”) will designate a room for each of the undersigned in a [5/4/3/2]-bedroom unit with shared washroom, kitchen and/or living facilities on the [ground/second or third/fourth] floor of the building located at _____, Waterloo, Ontario (the “Building”) for each of the undersigned to live in and will permit the undersigned collectively to park ____ private passenger vehicles at the Building (the “Premises”). The undersigned hereby acknowledge that the number of private passenger vehicle parking spaces will not be sufficient for each of the undersigned to receive a parking space.
2. The undersigned may live in the Premises beginning on the 1st day of _____, 20____, and ending on the 25th day of _____, 20____, subject to the terms of this Agreement. The undersigned agree to stop living in the Premises at the end of the term, and will leave the Premises in a clean and damage free condition. Each of the undersigned shall notify WLU in writing by December 1st if he/she will be vacating at the end of the term or intends to renew this Agreement for a further 12-month term. Failure to provide notice will constitute notice to terminate. The Premises must be vacated in the condition received or a fee will be charged to return to such. Painting is absolutely prohibited without prior written permission from WLU. If given permission, the paint colour must be changed back to original prior to end of the term or a \$500.00 charge will be incurred.
3. The additional terms set forth in Schedule A attached hereto shall form part of this Agreement.
4. The undersigned are responsible for all actions of their guest(s). The undersigned are required to be reasonable with noise so as to not disturb others living in the Building. No smoking is allowed in rooms, individual suites or common areas, including hallways.
5. The undersigned agree to pay to WLU, at such place as directed, the amount of \$_____ per month (the “Fee”) for the right to live in the Premises and internet services to the Premises. The Fee is payable on the first day of each and every month and the undersigned agrees to provide WLU with post-dated cheques for the first of every month during the term. The undersigned agrees to deposit with the Landlord the sum of \$_____ as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. Both first and last month’s rent must be given prior to starting the tenancy. In the event of a lawful rent increase, the Tenant shall pay an additional amount to increase the rent deposit in an amount equal to the Increased Monthly Rental. Monthly Rental is paid by cheque and if the cheque is not honoured at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonoured cheque, the sum of \$20.00 as a service and administration charge for each such cheque.
6. In addition to the Fee, the undersigned agree to pay for the following services applicable to the Premises including, but not limited to, electricity, hot water heater, water, cable television, telephone, heating oil and/or natural gas. Reasonable care and diligence shall be exercised in the use of any utility supplied to the Building. It is agreed that if any of the above services shall not be paid, WLU shall have the same remedies in the case of the default in payment of any of the above as in the case of non-payment of the Fees. As of the commencement date, all utilities must be switched into the undersigned’s name [except for water], failure to do so will incur an administration charge of \$25.00 per bill.
7. **[The undersigned agree to provide WLU with a water deposit in the amount of \$150.00 as of the first day of the term. The deposit will be applied to the water usage at the Premises. In the event the annual usage is greater than \$[750.00] for the Premises, the undersigned agree to pay the additional amount. In the event the usage is less than the deposit,**

WLU will reimburse the undersigned at the end of the term.] [NTD: This term only applies to that building in which water is not separately metered – 19, 33, 60, 68 Ezra Avenue, and 53 Bricker Avenue]

8. Each of the undersigned is eligible to purchase a WLU meal plan or apply for an on-campus parking pass. If applicable, each of the undersigned is responsible for all charges related to any meal plan, on-campus parking or any additional services or charges. WLU agrees to consult on all major questions related to the living accommodations of the WLU Off-Campus Student Apartment Building with a council representing residents.
9. The undersigned are responsible for all the charges related to living in the Premises, and for damages and/or losses for which the undersigned are considered to be accountable for by WLU.
10. Failure to abide by the financial arrangements required by WLU, or failure to make payment of the Fees, the utilities, damages or other assessments, will result in WLU withholding the undersigned's examination results, transcripts or degree.
11. It is the undersigned's responsibility to provide WLU with local telephone contact information while the undersigned is living in the Premises.
12. There may be no room changes within the Premises or change of the Premises without the consent of WLU.
13. Each of the undersigned shall carry appropriate and adequate insurance coverage for fire and property damage and public liability insurance during the term, at its sole expense. Such policies shall be written on a comprehensive basis with limits of not less than \$2,000,000.00 for any one occurrence.
14. The undersigned agree that WLU may at reasonable times enter the Premises, with 24 hours' notice, for purposes of inspection, cleaning or repairs or to show the Premises to prospective students. WLU reserves the right to terminate this agreement, repossess the room or unit or initiate other steps necessary as advisable for the safety, security and well-being of residents, the community and university assets. In the event of emergency or risk of injury to person or property, WLU may enter the Premises 24 hours a day without notice. WLU may designate another room or unit in the Building for each of the undersigned if necessary and, whenever possible, by providing at least 30 days' advance written notice. To the extent possible, changes will be on the same floor and into a unit with the same number of bedrooms. In the event that WLU designates another room or unit in the Building pursuant to this Section 13, the undersigned whose room or unit is so redesignated, shall have the option to terminate this Agreement upon 10 days' advance notice.
15. The undersigned will engage in and maintain registration as a student at WLU in a program of studies leading to a degree.
16. By signing this Agreement and accepting keys, the undersigned are committed to living in the Building or another WLU Off-Campus Student Apartment Building for the full term of this Agreement. The undersigned shall provide WLU with prior written notice if the Premises are to be vacant for greater than seven (7) consecutive days during the term of this Agreement. If the undersigned chooses to stop living in a WLU Off-Campus Student Apartment Building while maintaining student registration at WLU, the Fees and charges are not refundable.
17. Each of the undersigned acknowledges that he/she is subject to the rules and policies applicable for WLU buildings and premises, which include: Smoking (7.8), Animals on Campus (7.2), Firearms and Offensive Weapons (7.3) and such other applicable policies (See: http://www.wlu.ca/homepage.php?grp_id=2505). Furthermore, each of the undersigned is responsible to comply with the WLU Student Code of Conduct and Discipline (Policy 12.2). If required to leave the Premises for conduct related reasons, the Fees and charges are not refundable. Potential reasons include conduct set out in paragraphs 17 and 18 of this Agreement, as well as non-academic misconduct set out in Student Code of Conduct and Discipline (University Policy 12.2).
18. If the undersigned are found to be in possession of, using or trafficking illegal drugs or substances, this Agreement may be immediately cancelled and the undersigned may be required to vacate the Premises immediately for conduct related reasons.
19. Behaviour considered harassing or violent as determined by WLU will result in sanctions up to and including termination of this Agreement and eviction from the Premises.



20. In keeping with the requirements of O. Reg. 278/05, s.8(3)b, the undersigned confirms having received written notice of any and all information in WLU's Asbestos Management Database related to the Premises and further acknowledges that the undersigned are not entitled to carry out any renovation, building alteration, or material disturbance without written consent from WLU. Asbestos-containing materials are not a health concern unless they are disturbed. WLU does not want any intentional or accidental disturbances to occur. As such, students shall not affix items to the wall or ceiling surfaces using screws or nails. The undersigned also agree to immediately report to WLU any and all disturbances or damage to walls or ceiling surfaces caused or noticed by the undersigned, their guests or their invitees.
21. Only the undersigned may live in the Premises and as such this Agreement may not be assigned, nor can the Premises be sublet, or possession of the Premises shared (except with the undersigned), in whole or in part, unless prior written consent of WLU is obtained which consent may be withheld at WLU's sole discretion. Any assignee, subtenant or occupant must be a student of WLU and must meet WLU in person prior to any assignment, sublet or sharing of possession becoming effective, and the undersigned will be jointly and severally liable with any such assignee, subtenant or occupant under the terms of this Agreement and shall not be released until the term of this Agreement expires or is terminated. The rental rate of an assignment, sublet or sharing arrangement must not be higher than the rate being paid by the undersigned pursuant to this Agreement. The undersigned must abide by any and all rules and regulations laid out in this Agreement including the student code of conduct.
22. Everything contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the undersigned shall be deemed to include all signatories to this Agreement. **ALL COVENANTS OF THE UNDERSIGNED HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.**
23. This Agreement may be immediately terminated by WLU upon breach of any term or condition of this Agreement by the undersigned.

[SIGNATURE PAGE FOLLOWS]

24. I have read and understood this “Off-Campus Living Agreement” and I agree to abide by all rules, regulations and guidelines herein, and as set out in the rules and regulations established by WLU from time to time.

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

This information is collected under the authority of the Wilfrid Laurier University Act to administer the university-student relationship. This includes but is not limited to maintaining your academic and ancillary records, contacting you, and others on your behalf, and releasing such information as is appropriate for the operation of the university. Please visit our Privacy Co-ordinator's web page www.wlu.ca (under "Resources") for more examples of potential uses of your personal information. Questions may be directed to the Co-ordinator via the contact information posted on their website.

SCHEDULE A

[List of inducement terms to be inserted. As the Residential Tenancies Act may be applicable prohibiting longer periods of written leases, we recommend that all inducements be structured so as the benefit or payment does not occur until the end of the longer period in order to ensure that the Tenant honours the longer term.]

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