

Fall/Winter 2023-2024 Residence Licence & Meal Plan Agreement

Under the Residence Licence and Meal Plan Agreement, each student is subject to compliance with the following terms and conditions. **Please carefully read the terms and conditions outlined below.**

- A. RESIDENCES
- B. DEPOSITS
- C. CANCELLATIONS
- D. WITHDRAWALS
- E. FEES
- F. MEAL PLAN
- G. GENERAL

A. RESIDENCES

- 1. Residence Services grants a Licence to the student (herein after, referred to as "Resident") to occupy residence premises in a University of Windsor Residence Hall for personal living accommodations for the period commencing September 3, 2023 and terminating April 23, 2024 (Licence Period) or 24 hours after the Resident's last scheduled exam, whichever comes first (the "Termination Date"). To be eligible to live in residence, a student must be enrolled at the University, otherwise they will be required to leave residence pursuant to:
 - a. The Parties acknowledge that the Licence Period reflects the University's academic year and that any changes to the academic year may change the Licence Period.
- 2. Students are not guaranteed their choice of residence hall, room, or roommate/suitemate. Residence Services reserves the right to relocate a Resident. If for any reason the relocation results in a higher rate of accommodation, the Resident must pay the prorated increase in full.
- 3. A Resident who wishes to stay in residence between the Fall and Winter semesters, must submit a December Holiday Recess extension request to Residence Services by November 13, 2023. There is no additional charge for this time period, but such request is subject to approval by Residence Services, in its sole discretion.
- 4. A Resident who is required to stay after April 23, 2024, must submit an Extension Request Form electronically to Residence Services by March 18, 2024, at 8:30 am. Such extension is subject to approval by Residence Services, in its sole discretion. If approved, a per night extension fee will apply.
- 5. Residence Services subscribes to the principle that Residents are entitled to enjoy a reasonable right to privacy in residence rooms, however, Residence Services reserves the right to have University employees enter the rooms upon such notice as is reasonable in the circumstances without the student being present, under the following conditions: to inspect, repair or service the premises; to provide health and safety checks, to conduct fire inspection tests; where there is reasonable cause to believe that an emergency situation has arisen and access is required; when a student vacates the room for break period; to conduct room checks and semester end wrap up duties; to turn off radios, TV's and alarm clocks etc. left at disruptive volumes when the student is not home; and/or when there is reasonable cause to believe that University regulations and/or the law is being violated. The Residence student may or may not be in attendance at the time of inspection.
- 6. Any charges relating to loss or damage of the University Residence will be charged to the Resident's University student account.
- 7. Any charges relating to cable or internet service from an outside provider are the sole responsibility of the Resident.

B. DEPOSITS

8. A deposit of \$475 is required during the application process, and payable by credit card **only**.

C. CANCELLATION

An application may be cancelled subject to the following penalties.

| Date of Cancellation | Deposit | |
|---|--|--|
| Cancellation prior to Notification of Room Assignment by email | Applicant receives full refund of the \$475 residence deposit and is released from agreement | |
| Cancellation within 5 days of Notification of Room Assignment by email | Applicant is charged a \$200 administrative fee and is released from agreement. Applicant's \$475 residence deposit will be credited back to the credit card | |
| Cancellation after 5 days of receiving Notification of Room assignment by email | Application receives no refund of residence deposit, and remains in agreement (unless no longer registered at the University of Windsor) | |

9. If the applicant cancels, they must complete/submit a cancellation form which can be found on our website at www.uwindsor.ca/residence under Forms and Documents

D. WITHDRAWALS

After moving in, a Resident may withdraw from the Residence Licence & Meal Plan Agreement under the following conditions: They withdraw academically from the University or they are released with cause by Residence Services

Procedure Following Approval of Withdrawal Request:

- 10. A prorated adjustment will be made to the Resident's account for the residence portion of their contract, provided the following conditions are met:
 - a. A Resident must submit a Withdrawal Form to Residence Services. Requests for withdrawal may be approved for reasons such as academic withdrawal, graduation, exchange for 1 term or co-op placement outside of Windsor or the request may be denied.
 - \$200.00 Administrative Fee and all other applicable fees will be charged to the Resident for the early release of their Residence Licence and Meal Plan Agreement.
 - c. A Resident who has withdrawn and subsequently re-registers prior to the termination date of the agreement, will be responsible for and will pay the full residence amount owing to their termination date.
 - d. If the withdrawal request is approved, a prorated refund will be applied to the Resident's meal plan account. The adjustment cannot exceed the balance remaining in the account and no refunds will be available after November 13, 2023 (subject to change based on approval) for the Fall term and March 18, 2024 (subject to change based on approval) for the Winter term. A \$50 administrative fee will be applied at the time of the Meal Plan adjustment.
 - e. Where a resident is released from their contract with cause by Residence Services, a financial penalty of up to but not exceeding the full residence fee may be assessed.
- 11. If a withdrawal is approved, a Resident must complete a proper check out, and return their residence key(s) by completing an express checkout. Residence fees will remain on the student account until keys are returned. Failure to do so will result in the student being charged. Refer to our website for check out procedures which can be found at https://www.uwindsor.ca/residence/1272/move-out-information under `What you have to do?'

E. FEES

- 12. The fee schedule forms a part of the Residence Licence and Meal Plan Agreement.
- 13. A Resident arriving to residence after September 3, 2023, and for whom accommodations have been held, will receive no adjustment of the residence fee.

Meal Plans are mandatory for Residence students. Please go to http://www.uwindsor.ca/food for Meal Plan rates.

| | Fall* | Winter* | Residence fees for both |
|-----------------------|---------|---------|-------------------------|
| Alumni Hall - Single | \$4,627 | \$3,929 | \$8,556 |
| Cartier Hall - Double | \$4,074 | \$3,449 | \$7,524 |
| Laurier Hall - Single | \$4,231 | \$3,586 | \$7,817 |
| Laurier Hall - Double | \$3,614 | \$3,115 | \$6,729 |

^{*} The residence fees listed above are for 2022-2023, and are subject to change for 2023-2024

- 14. All University fees including Residence fees are payable in two installments.
 - o Fall fees are due August 15, 2023
 - Winter fees are due December 15, 2023

F. MEAL PLAN

- 15. Residents are required to purchase a meal plan for both semesters. Refer to www.uwindsor.ca/food for details on meal plan rates. Residents may contract for a meal plan of a higher value than stipulated in the fee schedule.
- 16. The meal plan may only be used to purchase food and beverages at Food Service outlets designated by the University. Meal plans cannot be used to purchase alcohol or gift certificates from any of our Off-Campus Partners or to pay any other fees owed to the University of Windsor.
- 17. Selling of unused meal plan money is not permitted.
- 18. The University accepts no liability for lost, misplaced or stolen student cards and reserves the right to confiscate without recourse, any student card which bears evidence of alterations. A fee will be levied for replacement of a card.
- 19. Any unused balance remaining on the meal plan accounts of the Resident on the termination date of this Agreement, will be subject to the University of Windsor Meal Plan Carry-Forward Policy.
- 20. Residents can only add funds to their residence meal plan in person at the UwinCARD Office. They can review their last 30 days of transactions and check their UwinCASH/UwinCARD balance to their UWINSITE Student Account or at the Uwincard Office located in the CAW Student Centre (lower level). More information can be found here at www.uwindsor.ca/uwincard
- 21. The meal plan account is HST exempt on most purchases made at Food Service outlets on campus, except on taxable items at the following locations, THE CORNER in Alumni Hall or/and Odette School of Business with our Off-Campus Partners. This is a current meal plan tax policy and is subject to change in accordance with provincial or federal legislation.
- 22. Meal plan fees or hours of operation are subject to change as deemed necessary or when due to circumstances beyond Sodexo's control. The University reserves the right to increase or otherwise change the prices of items available for purchase in its Food Service outlets.

G. GENERAL

- 23. Rules and regulations made by duly constituted authorities of the University and Representatives of the Residences shall be in full force and effect and shall be applicable to the premises and the Agreements thereof. The Resident acknowledges that all rules, regulations and procedures outlined in this agreement and in the Residence Community Standards which can be found at http://www.uwindsor.ca/residence/1037/residence-community-standards as amended from time to time, including those pertaining to Food Services, shall be in full force and shall bind the Resident.
- 24. Where behaviour, personal security or health issues are of serious concern, Residence Services reserves the right to notify the "Emergency Contact" name listed on the Application. In these circumstances and when the student is less than 18 years of age, the parent or quardian may be notified rather than the "emergency contact".
- 25. All electronic communication from the University of Windsor will be directed to the Resident's UWin email address. It is the student's responsibility to check their uwin email address.
- 26. Residence Services reserves the right to terminate residence agreements, reassign Residents to another residence and/or room on a temporary or permanent basis or to take such other steps as are required to ensure the safety, security and well-being of the Residents and the residence program.
- 27. If a Resident exhibits behaviour of concern which is deemed harmful to themselves or to others, they may be referred to the Assessment and Care Team.
- 28. Residence Services reserves the right to make changes to rules and regulations in the Residence Community Standards at https://www.uwindsor.ca/residence/1037/residence-community-standards
- 29. The Resident agrees that, in the event of any breach of any rule of residence at any time or condition of this agreement, they may be subject to sanctions including but not limited to, termination and eviction from residence, and will be financially responsible for the cost of their room.
- 30. The Resident agrees that upon any breach of this agreement, Residence Services may, at its discretion, immediately terminate the Residence Licence and Meal Plan Agreement upon written notice to the Resident and the Resident shall vacate the premises. If the Resident fails or refuses to vacate the premises, Residence Services shall have the right to enter and remove the belongings of the Resident and to take possession of the premises.
- 31. The Resident will indemnify and save harmless the University from and against any liability, loss or damage which may result by reason of neglect, carelessness, injury, or willful damage caused by the Resident or Residents' guests and visitors on the premises. Residents are individually responsible for the care and use of all University property. They may jointly be held responsible for theft or damage to common areas.
- 32. The University assumes no responsibility and is not liable for any loss, theft or damage to Residents' personal property.
- 33. The Resident will not retain anything in the residence hall which increases the risk of fire, conflicts with rules, regulations of the Fire Code, Board of Health or Municipality, or that which injures, annoys or interferes with the rights of other people within the Residence as outlined in the Residence Community Standards at https://www.uwindsor.ca/residence/1037/residence-community-standards
- 34. The University shall not be liable to perform its obligations under the Residence and Meal Plan Agreement when such failure is caused by fire, explosion, water, Acts of God, civil disobedience or disturbances, strikes, lockouts, or other labour interruptions, pandemic or epidemic, vandalism, war, riot, sabotage, failure of public utility services, governmental rules, or any other courses which are beyond the reasonable control of the University ("Emergency" or "Emergencies"). If the Residences cannot open and/or must close for any such Emergency, the University will use reasonable efforts to ensure that students are notified in advance and the University will use reasonable efforts to mitigate against the effects of the Emergency. The University is not liable for any loss in these Emergencies.
- 35. The University of Windsor is committed to providing its residence students with a safe and healthy environment. This is done by implementing specific health and safety protocols and policies for the residence halls, that are aligned with public health guidance at the Federal, Provincial and Local level, and guided by the University's Office of Health and Safety.
- 36. Any inquiries regarding this agreement shall be sent to Residence Services at resservices@uwindsor.ca

37. Please note, a section of the Criminal Code provides "that anyone who fraudulently obtains food, lodging or other accommodation is guilty of an offense punishable on summary conviction

FOR MORE INFORMATION:

Residence Services (519) 253-3000, ext. 3279

E-mail: resservices@uwindsor.ca
Website: www.uwindsor.ca/residence

Food Services 253-3000, ext. 3269

Website: www.uwindsor.ca/food

Meal Plan enquiries: email the Uwincard Office at uwincard@uwindsor.ca