

Residence Licence & Meal Plan Agreement Winter 2020

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

- A. RESIDENCE
- B. CANCELLATIONS
- C. WITHDRAWALS
- D. FEES
- E. MEAL PLAN
- F. GENERAL

A. RESIDENCES

1. Residence Services grants a License 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 January 3, 2020 and terminating April 21, 2020 (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. Room assignments are made at the sole discretion of Residence Services. Students are not guaranteed their choice of residence, room or room-mate. 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 is required to stay after April 21, 2020, must submit an Extension Form electronically to Residence Services by March 9, 2020 at 8:00 am. Such extension is subject to approval by Residence Services, in its sole discretion. If approved, a per night extension fee will apply.
4. 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. Residence student may or may not be in attendance at the time of inspection.
5. Any charges relating to loss or damage of the University Residence will be charged to the Resident's University account.
6. Any charges relating to cable or internet service from an outside provider are the sole responsibility of the Resident.

B. CANCELLATIONS

7. An Application may be cancelled subject to the following penalties

Date of Cancellation	Deposit Refund
Cancellation prior to Notification Of Room Assignment by email	Applicant receives full deposit refund and is released from contract
Cancellation within 7 days of Notification Of Room Assignment by email	Applicant is charged \$200 administrative fee and is released from contract
Cancellation after 7 days of receiving Notification Of Room Assignment by email	Applicant receives no refund of deposit. Applicant remains in contract, (unless not registered at University of Windsor)

8. Where a student enters a Residence contract, on or after January 3, 2020, they shall not be permitted to cancel their application pursuant to section B.
9. The applicant must complete a cancellation form found on our website www.uwindsor.ca/residence under Forms and Documents.

C. WITHDRAWALS

Residents may withdraw from the Residence Licence & Meal Plan Agreement under the following conditions:

- a. He\She withdraws academically, is required to withdraw from the University or is released with cause by Residence Services.
- b. Finds a suitable replacement who is acceptable to Residence Services and who is not already living in or made application to Residence Services.

Procedures 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. Residents must submit a Withdrawal Form electronically to Residence Services (Withdrawal Form) indicating their intention to withdraw from Residence and the effective date of that withdrawal.
 - b. Withdrawal Form must be received by Residence Services before March 13, 2020 for the Winter term, in order for a partial refund to be received. No refunds will be available after these dates.
 - c. A \$200.00 processing fee and all other applicable fees will be charged to the Resident in respect of their withdrawal.
 - d. Residents who have withdrawn and subsequently re-register prior to the termination date of the agreement, will be responsible for and will pay the full sum owing to their termination date.
 - e. 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 March 13, 2020 (subject to change based on approval) for the Winter term. No refunds will apply to the Capital and Fixed Overhead charges applied to the meal plan. A \$50 administrative fee will be applied at the time of the Meal Plan adjustment.
 - f. Where a Resident is released from his\her contract with cause by Residence Services, a financial penalty of up to, but not exceeding, the full residence fee may be assessed.
11. A proration of the non-refundable fees will be charged to both Residents when suitable replacements (acceptable to Residence Services are found.)
12. If a withdrawal is approved, a Resident must meet with their Resident Assistant or Facility Coordinator to perform a proper check out and to return their residence keys. In special circumstances, a Resident may use the express check out process. Failure to do so will result in the student being charged under the Residence check-out procedures.

D. FEES

13. The fee schedule forms a part of the Residence Licence and Meal Plan Agreement.
14. A residence deposit of \$475 is required to process the Residence Application (the "Application") and will be credited towards the full residence fee.
15. Residence deposits may be submitted to the Residence or Cashiers' office.
16. Payment options are by cash, cheque, debit or through on-line banking website.
17. If you are paying your fees in a lump sum, please ensure that you notify Cashiers at <http://www.uwindsor.ca/cashiers> that \$475 is designated for your Residence deposit.
18. A room assignment cannot be processed until a Residence deposit is made.
19. A Resident arriving to residence after January 3, 2020 and for whom accommodations have been held, will receive no adjustment to the residence fee.
 - a. Any student whose academic program starts later than the 1st day of the semester will be charged starting from the later move-in date.
20. All cheques returned by the bank for any reason, must be replaced immediately by cash, certified cheque or money order together with a \$25.00 NSF fee directly to the Cashiers' office.

2020 WINTER RESIDENCE FEES*

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

	Winter 2020
Alumni Hall - Single	\$3704
Cartier Hall - Double	\$3222
MacDonald - Double	\$2797
Laurier, MacDonald - Single	\$3366

*The Winter 2020 residence fees were approved by the Board of Governors in 2019.

RESIDENCE FEES

➤ Winter fees are due December 15, 2019 and includes compulsory and non-refundable residence fees listed below

COMPULSORY AND NON REFUNDABLE FEES: (included in the Residence fees)

	WINTER 2020
Inter-Residence Council Fee:	\$7.50
Residence Activity Fee:	\$10.00
Technology Fee: consists of telephone line, Wireless Internet)	\$100
Laundry:	\$50 for Winter (\$45 loaded onto laundry card, \$5 administration fee)
Refrigerator:	\$22.50 per person for a double room
Refrigerator:	\$45.00 per person for a single room

If you have any questions about the collection of this information please contact Residence Services at 519-253-3000 ext. 3279.

E. MEAL PLAN

21. Residents are required to purchase a meal plan for Winter, 2020. Refer to www.uwindsor.ca/food for details on meal plan rates. Resident may contract for a meal plan of a higher value than stipulated in the fee schedule.
22. 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.
23. Selling of unused meal plan money is not permitted.
24. 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.
25. Any unused balance remaining in 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.
26. Residents may add money to their meal plan at the UwinCard Office, located in the CAW Student Centre (lower level).
27. The meal plan accounts are HST exempt on most purchases made at Food Service outlets on campus, with the exception of items that are taxable. Transaction made in vending machines and with our Off Campus Partners are subject to tax. This is the current meal plan tax policy and is subject to change in accordance with provincial and federal legislation.
28. Meal plan fees or hours of operation are subject to change as deemed necessary or when due to circumstances beyond Food Services' control. The University reserves the right to increase or otherwise change the prices of items available for purchase in its Food Service outlets. Residents will be given reasonable notice of changes to the plan and such changes will be made fairly and in due consultation with student representatives.

F. GENERAL

29. 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.
30. 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 guardian may be notified rather than the "emergency contact".
31. All electronic communication from the University of Windsor will be directed to the Resident's UWin email account or the email address provided on the residence application only if the UWin email address is not yet activated. It is the student's responsibility to check their Uwin email account.
32. 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.
33. If a resident exhibits behaviour of concern which is deemed harmful to themselves or to others, he/she may be required to attend a non-confidential assessment.
34. Residence Services reserves the right to make changes to rules and regulations in the ~~Resident Student Handbook~~ *Residence Community Standards* from time to time.

35. The Resident agrees that, in the event of any breach of any rule of residence at any time or condition of this agreement, he/she 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.
36. The Resident agrees that upon any breach of this agreement, Residence Services may, at its discretion, immediately terminate the Agreement upon written notice to the Resident and the Resident shall vacate the premises. In the event that 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.
37. 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.
38. The University assumes no responsibility and is not liable for any loss, theft or damage to the Residents' personal property
39. 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*.
40. Residence Services will not be liable to perform its obligations under the Residence and Meal Plan Agreement if such failure is due to strikes, fire, explosion, water, Acts of God, civil order or disturbance, vandalism, riot, sabotage or for any cause beyond the control of Residence Services.
41. Any inquiries regarding this agreement shall be sent to Residence Services at resservices@uwindsor.ca
42. 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

University of Windsor
401 Sunset Ave.
Windsor, Ontario, N9B 3P4
(519) 253-3000, ext. 3279
Fax: (519) 971-3631
E-mail: resservices@uwindsor.ca
Website: www.uwindsor.ca/residence

Food Services

University of Windsor
401 Sunset Ave.
Windsor, Ontario, N9B 3P4
(519) 253-3000, ext. 7016
Fax: (519) 971-7082
Website: www.uwindsor.ca/food
Meal Plan inquiries: email the Uwincard Office at uwincard@uwindsor.ca