

Residence License & Meal Plan Agreement Winter 2025

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

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

A. RESIDENCES

 Housing and Residence Life grants a License to the Resident (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 5, 2025, and terminating April 21, 2025 (License 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 Resident must be enrolled at the University, otherwise they will be required to leave residence pursuant to:

a. The Parties acknowledge that the License Period reflects the University's academic year and that any changes to the academic year may change the License Period.

- 2. Submission of a Housing and Residence Life application does not guarantee a room assignment. Residents are not guaranteed their choice of residence, room, or roommate/suitemate. Room assignments are made at the sole discretion of Housing and Residence Life. Housing and Residence Life reserves the right to relocate a Resident. If for any reasons 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, 2025 must submit an Extension Form electronically to Housing and Residence Life by the deadline date. Such an extension is subject to approval by Housing and Residence Life, in its sole discretion. If approved, a per night extension fee will apply.
- 4. Housing and Residence Life subscribes to the principle that Residents are entitled to enjoy a reasonable right to privacy in residence rooms, however, Housing and Residence Life reserves the right to have University employees enter the rooms upon such notice as is reasonable in the circumstances without the Resident 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 Resident 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 Resident is

not home; and/or when there is reasonable cause to believe that University regulations and/or the law is being violated. Resident 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. DEPOSIT REFUNDS

- 8. When Residents pay the \$475 housing deposit with their credit card, a \$475 credit will appear on their UWinsite Student account. If a Resident cancels their application, they may be eligible for a refund.
- 9. If a Resident is still enrolled at UWindsor, the refund of \$475 will be applied to the student's UWinsite Student Account and will then be applied to current tuition and fees.
- 10. If a Resident is no longer registered at UWindsor, the refund of \$475 is issued directly back to the credit card used for the payment by the accounts receivable team. At the same time, the individual will see a debit or subtraction from their Resident account. If the individual had other fees applied to the Resident account that were initially covered by the deposit, the individual may now have an outstanding balance (owe money).
- 11. If the residence deposit is left on their UWinsite Student account, it cannot be applied towards any residence applications for future terms.

C. CANCELLATIONS

| | Date of Cancellation | Deposit |
|---|---|--|
| а | Cancellation prior to Notification of Room Assignment by email | The Applicant receives full refund of the \$475 residence deposit and is released from agreement. |
| b | Cancellation within 5 days of Notification of Room Assignment by email | The Applicant is charged a \$200 administrative fee, and is released from agreement, and receives \$475 refund residence deposit. |
| с | Cancellation after 5 days of receiving Notification of Room Assignment by email | The Applicant receives no refund of residence deposit, and remains in agreement (unless no longer registered at the University of Windsor) |

12. An application may be cancelled subject to the following penalties.

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

D. WITHDRAWALS

Residents who withdraw after moving in, may withdraw from the Residence License & Meal Plan Agreement under the following conditions:

- a. who withdraws academically, is required to withdraw from the University or they are released with cause by Housing and Residence Life.
- b. Resident finds a suitable replacement who is acceptable to Housing and Residence Life and who is not already living in or made application to Housing and Residence Life.

Procedures Following Approval of Withdrawal Request:

- 14. 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 Housing and Residence Life. 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. A withdrawal request/form must be received by Housing and Residence Life before March 17, 2025 @8:30 am for the Winter term.
 - b. A \$200.00 administrative fee will be incurred, and all other applicable fees will be charged to the Resident in respect of their withdrawal.
 - c. A Resident who has withdrawn and subsequently re-registered prior to the termination date of the agreement will be responsible for and will pay the full amount owing to their termination date.
 - d. If a Resident is released from their contract with cause by Housing and Residence Life, a financial penalty of up to, but not exceeding, the full residence fee may be assessed. If a withdrawal is approved, a Resident must return their residence key(s) by completing an express checkout envelope. The Resident's fees will remain on the Resident account until the Resident has moved out, and their residence keys have been returned. Failure to return residence keys will result in the Resident being charged for all replacement costs. 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

- 15. The fee schedule forms a part of the Residence License and Meal Plan Agreement.
- 16. A Resident arriving to residence after January 5, 2025, and for whom accommodations have been held, will receive no adjustment to the residence fee.

| | Winter 2025 |
|-----------------------|-------------|
| Alumni Hall - Single | \$4,763 |
| Cartier Hall - Double | \$4,379 |
| Laurier Hall - Single | \$4,166 |
| Laurier Hall - Double | \$3,375 |

2025 WINTER RESIDENCE FEES

The residence fees listed above have been approved by the Board of Governors

- Meal Plans are mandatory for Residence Residents.
- All University of Windsor Winter fees are due December 15, 2024

F. MEAL PLAN

- 17. Residents are required to purchase a meal plan for Winter 2025. Refer to <u>www.uwindsor.ca/food</u> for details on meal plan rates. A Resident may contract for a meal plan of a higher value than stipulated in the fee schedule.
- 18. 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.
- 19. Selling of unused meal plan money is not permitted.
- 20. The University accepts no liability for lost, misplaced or stolen Resident cards and reserves the right to confiscate without recourse any Resident card which bears evidence of alterations.
- 21. 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.
- 22. Residents can 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 UwinCARD balances using the <u>GET App</u> or at the UwinCARD Office located in the Joyce Entrepreneurship Centre, 1st floor, West entrance. More Information can be found here at <u>www.uwindsor.ca/uwincard</u>
- 23. The meal plan accounts are HST exempt on most purchases made at Food Service outlets on campus, except for items that are taxable. Transactions 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.

24. Meal plan fees or hours of operation are subject to change as deemed necessary or when due to circumstances beyond the 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.

G. GENERAL

- 25. 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 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.
- 26. Where behavior, personal security or health issues are of serious concern, Housing and Residence Life reserves the right to notify the "Emergency Contact" name listed on the Application. In these circumstances and when the Resident is less than 18 years of age, the parent or guardian may be notified rather than the "emergency contact".
- 27. All electronic communication from the University of Windsor will be directed to the Resident's UWin email account. It is the Resident's responsibility to check their UWin email account.
- 28. Housing and Residence Life 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.
- 29. If a resident exhibits behavior of concern which is deemed harmful to themselves or to others, they may be required to attend a non-confidential assessment.
- 30. Housing and Residence Life reserves the right to make changes to rules and regulations in the *Residence Community Standards* at <u>https://www.uwindsor.ca/residence/1037/residence-community-standards</u> from time to time.
- 31. 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.
- 32. The Resident agrees that upon any breach of this agreement, Housing and Residence Life may, at its discretion, immediately terminate the Residence License 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, Housing and Residence Life shall have the right to enter and remove the belongings of the Resident and to take possession of the premises. at its discretion If the Resident fails or refuses to vacate the premises, Housing and Residence Life shall have the right to enter and remove the belongings of the Resident and to take possession of the premises.
- 33. 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.
- 34. The University assumes no responsibility and is not liable for any loss, theft, or damage to the Resident's personal property.

- 35. 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
- 36. 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 disturbance, strikes, lockouts, or other labor 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"). If the Residences cannot open and/or must close for any such Emergency, the University will use reasonable efforts to ensure that Residents are notified in advance and the University will use reasonable efforts to mitigate against the effects of the Emergency. The University if not liable for any loss in these Emergencies.
- 37. The University of Windsor is committed to providing its residence Residents with a safe and healthy environment. This is done by implementing specific health and safety protocols and policies for the residence halls, which are aligned with public heather guidance at the Federal, Provincial and Local level, and guided by the University's Office of Health and Safety
- 38. Any inquiries regarding this agreement shall be sent to Housing and Residence Life at resservices@uwindsor.ca
- 39. **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

Housing and Residence Life

(519) 253-3000, ext. 3279 E-mail:resservices@uwindsor.ca Website: <u>www.uwindsor.ca/residence</u>

Food Services

Food/Dietary enquiries:

• Email: Joseph Moore at joseph.moore@sodexo.com

Meal Plan enquiries:

- Uwincard Office at uwincard@uwindsor.ca,
- Telephone: 519-253-3000 ext. 8946
- Website: www.uwindsor.ca/food