

**OLDS COLLEGE FRANK GRISDALE HALL
ROOM & BOARD LICENSE AGREEMENT**

THIS AGREEMENT IS MADE THE _____ DAY OF _____, ad, 20__

BETWEEN:

THE BOARD OF GOVERNORS OF THE OLDS COLLEGE
(Hereinafter referred to as "the College")

-and-
Student ID
Student's Name
(Hereinafter referred to as the "Licensee")
From
Contract Start to Contract End

WHEREAS THE COLLEGE has and operates a student residence (hereinafter referred to as "Frank Grisdale Hall" situated at Olds, Alberta) for the use of students duly registered and engaged in programs of study offered by the College;

AND WHEREAS the Licensee is a student at the College;

NOW THEREFORE in consideration of the fees reserved hereby and the covenants and agreement herein contained the College hereby grants to the Licensee on the terms hereof the following license:

- A. The use of a room in Frank Grisdale Hall (hereinafter referred to as "the Room") which may be in common with other Licensee of the room;
- B. The use in common with other Licensees of the entrance halls, stairs, and elevator leading to the room, lounge "the Premises"); AND
- C. The right to meals provided in the residence cafeteria (Appendix "A").

TERMS OF THE LICENSE AND LICENSE FEES

The terms of this license and the basic license fees shall be set out in the fee schedule and rules and regulations attached hereto and incorporated herein and shall form part of this license agreement.

LICENSEE'S COVENANTS

THE LICENSEE HEREBY COVENANTS WITH THE OWNER AS FOLLOWS:

- A. To pay the basic license fees, direct amenities fees, sales tax, and any daily license fee, if applicable, when due;
- B. To be registered as a student at the College;
- C. To use the room as a residence only and only for himself/herself, and not permit, suffer, or allow the possession or use of the room to pass to another person except as expressly hereafter provided;
- D. To use the room for lawful purposes only;
- E. Not to carry on nor do, nor allow to be carried on or done in the room any activity which may be or become a nuisance or annoyance to the College, the public or any other Licensee of Frank Grisdale Hall (or which may cause damage to any part of Frank Grisdale Hall).
- F. To observe and fully perform all the rules and regulations attached hereto and published in the Olds College Residence Handbook and/or as posted on the bulletin boards at the Residence as well as any amendments or additions to such rules and regulations. The Licensee acknowledges receipt of the Fee Schedule and Rules and Regulations and the Licensee has read those documents and agrees to abide and be bound by them.
- G. To keep and deliver up at the expiration or termination of the license agreement, the premises, all keys thereto, furniture, and effects in their present condition (reasonable wear and tear only excepted) and not to remove any item thereof from the premises. If at the expiration or termination of the license agreement the premises are not delivered in their present condition (reasonable wear and tear excepted) or if any of the items of furniture or effects are removed, broken, damaged, lost or rendered useless, the licensee shall be solely responsible for the cost of repairing any damage or loss to the room furniture and effect therein. In addition thereto he/she shall be jointly and severely liable with the other licensee who shares the room for the cost of repairing any damage or loss to the room furniture and effects therein, as well as any part of the Frank Grisdale Hall or contents therein including but not limited to the room.
- H. To pay a five percent (5%) room tax if the room is occupied less than 28 days, and five percent (5%) GST on board if the board is less than 30 days.

MUTUAL COVENANTS

THE COLLEGE AND THE LICENSEE MUTUALLY AGREE AS FOLLOWS:

- A. That upon the execution of this license, the performance deposit of two hundred dollars (\$200.00) paid by the Licensee to the College at the time of making application for the license will be held by the College against proper performance of the licensee's covenants herein. Upon the expiration or termination of this license the amount of such performance deposit, or any balance thereof in the hands of the College, shall be repaid to the Licensee within sixty (60) days after the expiration or termination of the license; damages that are assessed during a room allocation change or at the end of a term will be charged to the Licensee at that time. Deductions from the performance deposit will take place only when this agreement is terminated. Performance deposits will be used to clear any financial commitment to Olds College upon cancellation or check out before a refund is issued.
- B. That upon the expiration or termination of this license the amount of any fee overpayment or any balance thereof in the hands of the College, shall be repaid to the Licensee within sixty (60) days after the expiration or termination of the license.
- C. That the College shall at any time be at liberty to enter upon the premises to perform maintenance work, in the case of an emergency, (including a fire alarm), to do routine room inspections, or if the College has reasonable grounds to believe that a residence rule or regulation has been breached.
- D. That the College shall not be liable for damages or consequential damage to persons or property on the premises because of electrical wiring, plumbing, ice, steam, leakage, water, explosion, fire, smoke, war, nuclear disaster, acts of God or any cause whatsoever, except that caused by the negligence of the College's employees.
- E. That in the event that the Licensee becomes bankrupt, or insolvent, or abandons the room, or removes all or substantially all of his/her effects from the premises, then and in any such events, the College may terminate this license upon giving twenty-four (24) hours notice in writing to the Licensee to that effect.
- F. The Licensee shall forfeit one hundred (\$100.00) from their two hundred dollar (\$200.00) performance deposit for breaking their contract if the Licensee:
 - i. has been suspended from their program or has breached any covenant or terminated the license, or any of the rules and regulations, the College may terminate this license on twenty-four (24) hours notice in writing to the Licensee;
 - ii. withdraws from his/her academic program at the College, they will be required to vacate Frank Grisdale Hall within twenty-four (24) hours of such time;
 - iii. terminates this license by giving the College four weeks (4) **prior notice in writing** to the Residence Office. Billing will occur until the end of the fourth week.
- G. If the Licensee moves out of residence without following proper Checkout Procedures, there will be a charge of 4 weeks room and board from the point which the Residence Office is notified of the vacancy. There will be a charge of \$200 for not completing a proper checkout. Refer to your Residence Handbook for checkout procedures.
- H. Fees shall be payable to the date of giving possession and in default of payment the College may, in addition to any other rights or remedies which it may have, withhold the licensee's official transcript and awards, if any. Any cleaning/damage/keys/locks will be charged to the student account. Any eligible residence returns will be credited to the student account. Refunds are per Olds College Business Services procedure.
- I. Due to the personal nature of this agreement, no tenancy is created, but merely a license to occupy.

OVER 

APPENDIX "A"

RESIDENCE FOOD PLAN

Olds College has a food plan for all residence students for the following reasons:

- 1. To provide residence students with Food Services.
2. To provide students a wide variety of food choices.
3. To give students more time to concentrate on their studies and recreational pursuits without the need to shop, cook or clean up.
4. Frank Grisdale Hall does not provide cooking facilities.

- 1. The Food Plan is required by Room and Board License Agreement for all residents of Frank Grisdale Hall. Participation will be based on the Room and Board License Agreement, and will end after lunch on the expiry date of the Agreement.
2. Lost ID cards should be reported immediately to the Student Services in Learning Resource Center. Residents are responsible for all purchases made on the card if stolen or lost; up to the time it was reported missing. Replacement cost of lost or stolen cards is \$20.00. Food plans are GST free. Food plans receive 3 % of their total meal plan cost as flex dollars to be used in the cafeteria. Unused flex dollars are non-refundable. Students can place additional money directly on their cards by seeing the cashier in DMP.

Plan 1 – Commuter Plan: Frank Grisdale Hall - Continuous dining within cafeteria hours - Sunday dinner to Friday lunch each week.

Plan 2 – 7 Day Plan: Frank Grisdale Hall - Continuous dining within cafeteria hours seven days a week.

Note: Meal entitlements apply in the Land Science Center (LSC) kiosk. See the Olds College Website for more information regarding meal entitlements. If you use a meal entitlement at LSC you will not be able to access food services in Frank Grisdale Hall until the next meal allotment period begins.

You may access the Land Science for Lunch between 10:51 a.m. – 4:00 p.m. Individuals interested in using the meal plan allotment in Land Science must come to the Housing Office to have the meal card set up for that location.

- 4. A student may end their Room and Board License Agreement early by giving (four) 4 weeks written notice to the Residence Office. Food Plan refunds will be based on their individual per week food plan. Flex dollars are automatically forfeited.
5. You have the opportunity to change your meal plan, at no charge, in November for the winter term (January). You must notify the Residence Office prior to the meal plan change deadline date. Meal plan changes at any other time in the year will incur a \$30 administration fee.
6. Meal selections and portion sizes are set up according to Canada’s Food Guide to ensure that students have the opportunity to receive healthy, balanced meals. A variety of hot and cold meals, deli bar sandwiches, soups, salads, fruits, beverages and desserts are offered. While no provision is made for therapeutic dishes, the Food Service Manager will be pleased to advise those students in a particular diet program. Alternate arrangements will not be considered on the basis of vegetarianism or food preferences. To maintain a healthy diet we encourage you to choose wisely.
7. Food plan accounts are non-transferable between student accounts. The meal card is non-transferable and can not be lent to anyone else. If a student uses another person’s card, they will be subject to card confiscation and possible disciplinary action.
8. For costs of Room and Board refer to the Residence Fee Schedule on the website oldscollege.ca.
9. PERFORMANCE DEPOSITS WILL BE USED TO CLEAR ANY FINANCIAL COMMITMENT TO OLDS COLLEGE UPON CANCELLATION OR CHECKOUT, BEFORE A REFUND IS ISSUED.

Any concerns regarding the above regulations must be resolved prior to admittance into residence. Concerns can be addressed in person at the Housing Office in Frank Grisdale Hall, via email through housing@admin.oldscollege.ab.ca, by telephone at (403) 556-8375, or by fax at (403) 556-4716.

DECLARATION

I certify that the information given in my original residence application is correct and complete.
I understand that falsifying documents or information on the application could result in eviction from Olds College Residence.
I agree to fully comply with the policies, rules and regulations outlined in the contract and detailed in the current Residence Handbook.
I agree to abide by the Code of Conduct of Olds College.
I agree to the release of my name, room number, photo identification, program/course of study, and food plan with College Campus Security and Food Services.
I agree to pay \$350 if I or anyone else is found to have been smoking in my assigned room; or if I am found to been smoking within any area of Frank Grisdale Hall. I agree to pay \$350 if the screens on the windows in my room are removed (other than in emergency situations such as a fire) since this is a serious breach of building security.

This License to occupy expires 4:00 PM of the Agreement end date.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

THE BOARD OF GOVERNORS OF THE OLDS COLLEGE

[Signature]

PER: VICE PRESIDENT OF STUDENT AND SUPPORT SERVICES

Signed the said Licensee in the presence of:

WITNESS _____

LICENSEE _____

DATE SIGNED _____

PARENT/GUARDIAN IF LICENSEE IS UNDER 18 YEARS OF AGE _____