



OLDS COLLEGE TOWNHOUSES 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")

STUDENT NAME

(ID #)

(Hereinafter referred to as the "Licensee")

Contract Start Date – Contract End Date

WHEREAS THE COLLEGE has and operates a student residence (hereinafter referred to as "Townhouses" situated at Olds, Alberta).

AND WHEREAS the College reserves the right to evict Licensees who are no longer students at Olds 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. To occupy the Room (means the bedroom assigned by the College to the resident in the Unit) and use the furniture and effects in the Room;
- B. To use in common with other Residents (means all of the persons who have been assigned a Room in the Unit by the College) the Common Areas (means the areas of the Unit exclusive of the Rooms and any other bedrooms in the Unit) and the furniture and effects in the Common Area ("the Premises").

CLAUSE I 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 in the Townhouse Handbook and incorporated herein shall form part of this license agreement.

CLAUSE II 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 maintain the Unit in good, clean and livable condition;
- E. Upon termination of the Agreement, the Licensee shall leave the premises in good, clean and livable condition;
- F. To use the room for lawful purposes only;
- G. To not make any alteration or renovation to the Unit;
- H. 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 the Townhouses (or which may cause damage to any part of the Townhouses).
- I. To observe and fully perform all the rules and regulations attached hereto and published in the Olds College Townhouse 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.
- J. 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 severally liable with the other licensees who share the Unit for the cost of repairing any damage or loss to the room furniture and effects therein, as well as any part of the Townhouses or contents therein including but not limited to the room.
- K. To pay a five percent (5%) room tax if the room is occupied less than 28 days.
- L. The Licensee agrees to abide by the Code of Conduct of Olds College. The licensee agrees to the release of their name, room number, photo identification, program/course of study with College Campus Security.

CLAUSE III MUTUAL COVENANTS

THE COLLEGE AND THE LICENSEE MUTUALLY AGREE AS FOLLOWS:

- A. That upon the execution of this license, the performance deposit of four hundred dollars (\$400.00) 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 two hundred (\$200.00) from their four hundred dollar (\$400.00) 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 their townhouse 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 four weeks townhouse charges from the date which the Residence Office is notified of the vacancy. There will be a charge of \$400 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.

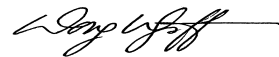
DECLARATION

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, with College Campus Security and Food Services.
I agree to pay \$350 if I am caught smoking, or found to have been smoking, in my assigned room or in the common areas of any Townhouses or Frank Grisdale Hall. I agree to pay \$350 if I tamper will or remove the screens in my room or Townhouse.

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



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