

LICENSE AGREEMENT

In this Agreement, Okanagan College (OC) agrees, under certain conditions, to permit the Licensee use of an assigned room and the common facilities available in its residences.

This License Agreement, together with the Application Form, "Residence Confirmation" letter and Room Check-In/Check-Out Form and Residence Handbook constitutes the complete agreement between the parties. The Contract shall be deemed to be in force when the resident has signed the Acceptance of License Agreement form below and has paid to OC the Total Deposit Payable, as defined in the "Residence Confirmation" letter.

OC reserves the right to amend the terms of the Agreement, and the Residence Handbook referred to below, as it deems necessary, for the effective and reasonable operation of its residences. All such amended or additional terms or rules shall be binding, effective the date they are published in writing, as if originally incorporated herein.

OC provides housing to Residents by way of this License Agreement only, and the Residential Tenancy Act of BC does not have any application to this contract.

Terms of Agreement

This Agreement is for the period specified in the "Residence Confirmation" letter, and shall be extended only by the Resident making the appropriate payment(s) for any succeeding period and by OC re-assigning a room. The duration of any extended period shall not exceed 4 months. Residents must vacate their rooms the day following loss of student status, ie: withdrawal, completion of studies, day after final exam, termination date advised or the day specified on the Residence Confirmation letter. Strictly at its discretion, the residence management may thereafter enter into a new agreement with the Resident if they apply to stay in residence.

Accommodation Policy

Residents must be currently enrolled, full-time students at OC. (not applicable in summer). OC will not discriminate room assignment on the basis of race, religion, national origin, age, disability, sexual orientation or political affiliation. Failure to meet room assignment preferences requested by the Resident on the Application Form will not invalidate this Contract. OC reserves the right to change room assignments.

Liability

OC shall not be held responsible for any property, including computers and software, personal clothing, vehicles or cycles,

belonging to the Resident which may be lost, stolen or damaged or become inoperable in any way, wherever this may occur, nor shall be responsible for any injury to or death of a Resident, his/her guests or invitees while in or about any of the residences, unless such loss, damage, injury or death is caused by negligent or wilful act of OC. We strongly advise residents to purchase tenant insurance if parent's policy does not cover resident's belongings.

Covenants by Resident

The Resident covenants with OC:

1. To pay Deposits and Residence Fees as specified in the "Residence Confirmation" letter;
2. To pay their appropriate share for repair of damage (reasonable wear and tear, damages caused by "Acts of God" excepted) to their room and building;
3. To permit OC residence staff and RAs to enter, view and monitor the state of cleanliness and repair of their room, and if required to clean the room and remove unauthorized items. 24 hours notice of intention to view personal bedrooms shall be given by residence staff wherever possible. This does not apply to Pod common areas.
4. In cases of emergency or danger or in situations deemed urgent by residence staff, to permit OC staff and RAs to enter and inspect room(s) without notice or require occupant to vacate their room on short notice;
5. Not to assign, sub-license, let or share the occupancy or control of the assigned room without the consent, in writing, of

- OC;
6. To leave the room and building including all furnishings, appliances and equipment in the same repair and clean condition as when they first occupied them, subject only to normal wear and tear;
7. That they fully accept and will faithfully abide by all rules outlined in the Residence Handbook, including the Penalty and Fine System, which form part of the Rules.
8. That they are a full-time student at OC, or if not, OC has specifically authorized occupancy;
9. To permit OC to use any photos taken during residence activities for the purpose of advertising and promotion;
11. That OC may re-enter, take possession of the room and terminate this License Agreement if the Resident fails to pay fees, deposits, fines or assessments, within 72 hours of notice that they are due, or fails to perform any covenant of this License Agreement, and/or the Residence Handbook;
12. That if any amount(s) are owing to OC in respect of residence claims or otherwise, OC may, after exhausting the Resident's damage deposit and any other refund due, withhold the Resident's transcripts of course marks until such amount(s) are paid in full;
13. That if their term of occupancy will be 6 weeks or less, they will make full payment in advance for all deposits and fees, by cash, certified cheque, money order, online payment or debit card.

NOTE: "Room" or "Assigned Room" in the case of pods includes common areas within the pod.



**STUDENT
RESIDENCE**

**License
Agreement**

