

LICENSE AGREEMENT – 2022/2023

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 Student Housings.

This License Agreement, together with the Application Form, "Student Housing Confirmation" letter and Room Check-In/Check-Out Form and Student Housing 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 "Student Housing Confirmation" letter.

OC reserves the right to amend the terms of the Agreement, and the Student Housing Handbook referred to below, as it deems necessary, for the effective and reasonable operation of its Student Housings. 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 "Student Housing 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 Student Housing Confirmation letter. Strictly at its discretion, the Student Housing management may thereafter enter into a new agreement with the Resident if they apply to stay in Student Housing.

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 Student Housings, 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.

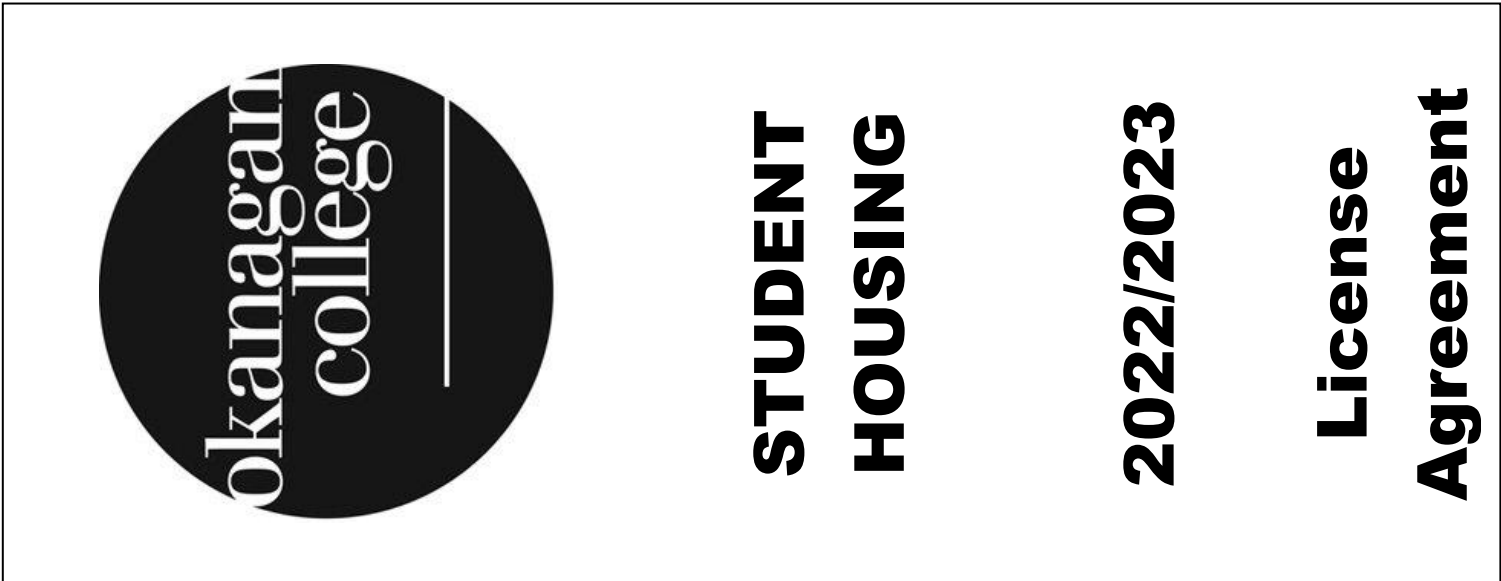
Covenants by Resident

The Resident covenants with OC:

1. To pay Deposits and Student Housing Fees as specified in the "Student Housing 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 Student Housing 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 Student Housing staff wherever possible. This does not apply to Pod common areas.
4. In cases of emergency or danger or in situations deemed urgent by Student Housing 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 Student Housing 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 Student Housing 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 Student Housing Handbook;
 12. That if any amount(s) are owing to OC in respect of Student Housing 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.



Mutual Agreement

OC and the Resident hereby agree that:

- 1. This License may be terminated immediately by OC if the Resident is not, or ceases to be a full-time student of OC. (not applicable in summer).
- 2. The Resident may apply to the Student Housing office for a room transfer 21 days after occupying the room assigned to them. All room changes are finalized at the discretion of the Student Housing Life Coordinator. Two types of transfers are possible.
 - a) Firstly, a "room switch" where two residents mutually have agreed to exchange rooms. This switch usually is approved, subject to a \$25.00 transfer fee to cover paperwork involved.
 - b) Secondly, where a room becomes available elsewhere in Student Housing, a request to move into that room usually is treated on a "first come first served" basis. Because this type of transfer normally causes a room to be vacant for several days, a transfer fee of \$25.00 applies.
 - In addition, if the Resident after receiving approval to transfer takes longer than 24 hours to move into the new room, the Resident will be required to pay the daily rate for the new room and the fee for the old room until the old room has been vacated and is ready for use by someone else.
 - In either event, the Resident is contractually responsible for the original room they checked into until they have been formally checked out in the presence of an RA. The Resident will assume responsibility for the new room through the normal check-in procedure.Unauthorized room changes may result in the Resident being required to move back to their original room and disciplinary action.
- 3. OC reserves the right to require that a room assignment be changed from time to time at its discretion, providing that reasonable notice to move is given to the Resident. If OC requires a room change, it will refund to the Resident the cost of transferring a telephone or TV, if applicable. Room assignment changes may include assignment of a new roommate or the consolidation of vacancies by requiring Residents to move from one accommodation to another.
- 4. Repairs or Replacements:
In circumstances where a Resident is responsible for repairs or replacements to rooms or their furnishings, common areas or grounds, such repairs or replacements shall be undertaken and carried out by OC at the sole cost of the Resident, and the Resident shall pay OC the actual cost of such repairs or replacements together with an administrative fee of 10% of cost or \$5, whichever is the greater. In the event of damage or loss of property to the common areas which cannot be attributed to any particular Resident(s) or their guests, the cost of restoration or repair shall be divided and assessed equally among all of the Residents of the area(s) or building effected.
- 5. Where notice to clean a room or area has been given to a Resident and the notice is disregarded, the Student Housing staff may instruct and pay cleaning staff to clean up and

- charge the Resident the cost. A fine for leaving common and/or personal areas in an unsanitary or inappropriate state may be applied. This clause has no application to cleaning charges incurred after move out.
- 6. Security/Damage Deposit: Your security/ damage deposit may be used to deduct cleaning charges, damage charges, unpaid fines and keys/cards and any monies owing to OC. Following move out, room cleaning time charged is determined by OC Cleaning Staff. A studio room rate includes 1 hour free cleaning and a pod room rate includes ½ hour free cleaning following check out.
- 7. This License and the use of the room assigned (with all related appliances, equipment, common areas and grounds) may be cancelled; and the Resident shall deliver up and cease to occupy and use them:
 - a) If the Resident withdraws from OC or gives notice of termination as described in 8 below (not applicable in summer);
 - b) If the Resident or guest of the Resident fails to fully abide by, observe or perform any of the terms of the License Agreement and the Student Housing Handbook;
 - c) On the last day of the term or any extended term, or such earlier date on which the cancellation of this License is stated to be effective, the Resident shall deliver up the room etc. in good repair and clean condition.
- 8. Termination or Cancellation of this Agreement must:
 - a) be in writing and signed by OC or by the Resident giving Notice of Termination;
 - b) specify the date of termination or cancellation.
- 9. Conditions of Termination or Cancellation:
 - a) A Resident may cancel this Agreement in writing, thirty (30) days or more prior to advised occupancy date and be entitled to the return of all monies prepaid to OC in respect of the Agreement, with the exception of the Application Fee of \$25.00.
 - b) In the event that a Resident cancels or terminates this Agreement BEFORE occupying their room, but less than thirty (30) days prior to their advised occupancy date, subject to (c) below, monies due or paid to OC for the first 8 weeks of this Agreement shall be forfeited by the Resident. Likewise a Resident wishing to cancel this Agreement AFTER occupying their room, subject to (c) below, shall forfeit all monies due or paid to OC for the period of 8 weeks (from the 1st of the month) after receipt of their written notice by OC Student Housing office.
 - c) A refund will be made later to the Resident only if the vacancy created by their cancellation or termination in terms of (b) above has been filled by a replacement. This will be deemed to have occurred only after all previously vacant rooms have been filled in the Student Housing, and this is exclusive of any in-house room re-assignments. OC shall in these circumstances refund to the Resident that portion of Student Housing fees forfeited in terms of (b) above,

- calculated from the date of occupancy by the replacement Resident to the end of the forfeiture period; less a \$100 cancellation fee.
- d) OC may cancel or terminate this Agreement if the Resident fails within 72 hours to pay any fee assessment, fine or other amount owing, or breaches any term or condition hereof or violates any rule or standard of behaviour set out in the Student Housing Handbook. OC generally will provide seven (7) days written notice of termination, but reserves the right to demand immediate eviction if in its judge-ment the violation warrants such action. In either event the Resident shall for refund purposes be deemed to have given 8 weeks notice from that date and shall be refunded any prepaid fees as in 9(c) above.
- e) OC may terminate or temporarily suspend this Agreement, without notice or liability in the event of circumstances beyond its reasonable control (eg: fire, flood, any act of God, strike or lockout) which make continued operation of the Student Housing unfeasible and in which case a pro rata refund may be made to the Resident.
- f) Any termination of this Agreement howsoever caused shall be entirely without prejudice to the rights of OC accrued hereunder, then or later, including legal charges.
- g) The Resident shall, upon the effective date of the termination, forthwith vacate the assigned room and surrender use of all appliances, equipment and grounds of all OC Student Housing buildings.
- h) The Resident shall leave the premises in the same repair and clean condition as when they first occupied them, subject only to normal wear and tear.
- i) The room and premises will not be recognized by OC as being fully relinquished by the Resident, until all keys relating to the premises have been returned to OC, goods and personal effects have been removed from Student Housing and from storage areas on the premises.
- j) OC may deduct from any refund due to a Resident whose contract has terminated for any reason all amounts owing to OC for any fees, dues, fines, repairs, damages or other costs incurred by the Resident.
- 10. Any notice to the Resident shall be deemed sufficiently given if served to the Resident personally, deposited in their Student Housing mailbox, posted on the bulletin Board, and if so posted shall be deemed to have been served on the date of the posting; or mailed to the Resident at the last known address.
- 11. Appeals - Student Housing Handbook & License Agreement Matters
Any person who believes they have been unfairly or unjustly treated in terms of the Student Housing Handbook or License Agreement may appeal, in the following sequence, to OC:
 - 1) Student Housing Life Coordinator
 - 2) Manager, Student Housing & Campus Stores

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Acceptance of License Agreement

I the undersigned, in consideration of being granted a license to occupy a room within Okanagan College Student Housing HEREBY AGREE to indemnify and hold harmless Okanagan College from all costs, claims, actions or demands whatsoever arising out of or in any way connected with my use and occupation of the said room or the related student housing facilities, or the Internet Agreement between Okanagan College and Shaw Cable Systems GP relating to access to the internet.

I acknowledge and accept the OC terms of payment, dates of occupancy and room type allocated. I have read and I accept the foregoing terms and conditions of the License Agreement and will read the Student Housing Handbook, subsequent amendments thereto and the Internet Agreement. I agree that OC may enforce the rights and benefits of Shaw under the Internet Agreement as if the agreement were made directly between me and OC. If I cannot accept the terms and conditions of the License Agreement, the Student Housing Handbook, and the Internet Agreement, or if I wish to cancel this Agreement, I shall do so at least thirty (30) days before the occupancy dates specified on the attached Confirmation letter, in order to receive full refund of deposits. **I agree to pay the extra fee of \$25 - \$50 per month for a larger room in Student Housing, if assigned to one.** I understand the terms outlined in Clause 9 above. _____ (Initial)

Dated:	Resident Student ID No / (Reference No): __ __ __ - __ __ __ - __ __ __	
Resident Name: <i>(please print)</i>	Resident Signature:	
Please have someone Witness your signing this Agreement. Witness Name: <i>(please print)</i>	Witness Signature:	