

This Agreement is made this day of: \_\_\_\_\_ (MM/DD/YY)

BETWEEN: *Nova Scotia Community College* \_\_\_\_\_ *Campus*,  
(hereinafter called the "College")

And \_\_\_\_\_ (Student name), Student ID #: \_\_\_\_\_  
(hereinafter called the "STUDENT").

The parties agree to the following:

#### **GENERAL CONDITIONS AND TERMS**

- This Campus Housing Agreement (the "Agreement") is a legally binding document between you (the "Student" or "you") and Nova Scotia Community College (NSCC) (the "College"). It is in place so that expectations are clear and to help reduce misunderstandings between the College and the Student. This Contract does not become effective until receipt by the Student of an offer of admission to Campus Housing from the College and the Student executes this Agreement
- This Campus Housing Agreement contains provisions which create obligations for you and impose financial and other responsibilities should you fail to meet your commitment. Please read this Agreement carefully, take note of the dates outlined below and compare them with those that apply to your academic session before signing.
- If the Student is under the age of 18 years, this Agreement must be signed by the Student's parent or legal guardian. The undersigned parent or guardian of the Student hereby agrees to all the following:
  - The parent or legal guardian accepts full responsibility and liability for all covenants and obligations of the Student as provided for in this Agreement including, but not limited to, payment of all Campus Housing Fees.
  - The College is not responsible for the care or supervision of any Student under 18 years of age, and such Students will be treated, wherever permitted by law, as Students who have reached the age of majority.
  - The parent or legal guardian acknowledges and agrees that the College is not able to provide or disclose any personal information about a Student who is 16 years of age or older without that Student's express written consent.
- Campus Housing is a high-density living environment that can be noisy and distracting at times. Although Campus Housing Community Standards are in place, you should consider whether living in a communal environment like Campus Housing is right for you.
- All dates included in this agreement are subject to changes according to the posted academic calendar of the College or the year pertaining to this agreement.
- The construction, renovation, or repair in Campus Housing, or in the vicinity of the Campus Housing, is necessary for the evolution of the campus and community and may cause noise and inconvenience for some or all students. While the College will attempt to minimize disruptions, the College is not liable for any fee adjustments or any other compensation to the Student for any inconvenience to the Student resulting from such work.
- Under no circumstances will the College be responsible for providing transportation or compensation to or from campus, College activities, or in instances of termination or reassignment of Campus Housing agreement.
- Any notice the College is required to provide to you under this Agreement shall be deemed to have been properly delivered if delivered to your Campus Housing mailbox, College (@nsc.ca) email, or posted on the door of your Campus Housing Suite or Room.

#### **ELIGIBILITY**

- The Student is entitled to occupy the premises only so long as they are enrolled as a student in good standing at the Nova Scotia Community College.
- In the event that the Student withdraws, whether voluntarily or involuntarily, from the College and the program they are attending, they will vacate the premises within twenty-four (24) hours of the date upon which they ceased to hold student status, unless alternate arrangements are approved in writing by the Coordinator, Campus Housing.
- Eligibility for re-admission to Campus Housing is based on several factors, including responsible behaviour, academic good-standing, and positive contributions to the quality of life in Campus Housing. NSCC Campus Housing reserves the right to refuse admission to any student.

#### **PREMISES AND TERMS OF OCCUPANCY**

- The College agrees that the Student may use and occupy the premises, as specified on the Campus Housing Letter of Offer (hereinafter referred to as the "premises").
- The term "Premises" includes all furnishings, appliances, fixtures and facilities, if any, now or hereafter placed in or upon the said building by the College. The College hereby grants to the Student the right to use, in common with other Students of the building in which the Premises are located (the "Building"), the interior portion of the Building, together with all adjacent exterior spaces, yard area and walkways designated by the College from time to time as common areas for the common or joint use and benefit of the Students of said building, but excluding any portions of the Building assigned, leased, licensed or otherwise designated for restricted access or the exclusive use of another person, persons or business.
- The term of occupancy outlined below covers a basic period common to most programs and years of study and constitutes an agreement that coincides with dates and deadlines as outlined in the College's Academic Calendar.

- The Student is entitled to occupy their rooms after 12:00 pm (noon) on the Sunday immediately preceding the start of the Fall academic term.
- Generally, students are not permitted to remain in campus housing during the College's holiday closure. Therefore, the Student must leave for the December to January holiday closure a maximum of 24 hours after the end of the Fall academic term.
- Campus Housing re-opens for Winter academic term at 12:00pm (noon) on the Sunday immediately preceding the start of the Winter academic term.
- The Campus Housing period covered by this agreement ends 24 hours after the end of the Winter academic term.
- During the December-January winter break, no food services, custodial services, mail delivery or other Campus Housing services are provided. The Student may, however, occupy their room or an alternate room assigned by the College during this period, provided they have applied for and been granted written permission to do so by NSCC Campus Housing. Permission will be in the College's sole discretion and subject to the Student paying any applicable additional fee(s).
- Students enrolled in programs which extend beyond the end of the Winter academic term may make arrangements for the spring semester at the time of this agreement or prior to April 1st to NSCC Campus Housing. Spring semester spaces are limited and accommodations vary by campus, therefore students should be advised that not all who apply will be granted/assigned a space. The College reserves the sole discretion in the reassignment of Rooms to maximize occupancy. Additional fees are required.
- Students may not assign or transfer this Agreement or their Room to any other person.
- The Student agrees not to use Campus Housing or any Room for the purpose of operating a business or other commercial activity, without the express written consent of the College.

### **CAMPUS HOUSING FEES AND SCHEDULE**

- The Student agrees to pay to the College the Campus Housing Fees applicable as specified on the Campus Housing Letter of Offer and the Campus Housing Agreement and will pay in accordance to the schedule as it is written.
- A Campus Housing Deposit of **\$500.00 (non-refundable/non-transferrable) is due 3 weeks after the delivery of an offer of Campus Housing admission (or as indicated in the letter of offer)**. Specific room assignments will be determined at a later date as indicated on the NSCC Campus Housing website.
- Campus Housing fee accounts are payable in two equal instalments. The first instalment is due as part of the First Term Tuition & Fees payment in August and the second instalment is due as part of Second Term Tuition & Fees Payment deadline. Both dates are outlined in the NSCC Academic Calendar.
- Failure to pay Campus Housing fees and charges each semester may result in the denial of Campus/College privileges including occupancy in Campus Housing, access to facilities, transcripts and records of attendance and the opportunity to re-register. These fees also include but are not limited to any fines or damages levied in accordance with this agreement and/or as outlined in the Campus Housing Community Standards.
- Any refunds due to withdrawal, whether they be involuntary or voluntary, will be subject to the Withdrawal from Campus Housing Process and the associated Campus Housing Fee Refund Schedule as posted on the NSCC Campus Housing webpage; at minimum the Student will be responsible for a pro-rating of their Campus Housing fees plus an administration fee based on the actual date of their departure. Students removed from Campus Housing for disciplinary reasons are not eligible for a refund.

### **MEAL PLANS**

- Meal and Dining Services vary by campus community and have a consistent goal of providing food-security and reasonable access to nutritional meals. For the purposes of the **2022/2023** academic year, the following provisions apply:
  - Students assigned to Truro Campus – Davis Hall are obligated to participate in a 19 meal/week Campus Housing Meal Plan. Service dates:
    - Fall term: First meal served will be supper of move-in day (the Sunday immediately preceding the start of the Fall academic term), with the last meal as breakfast on the day after the end of the Fall academic term.
    - Winter term: First meal served will be supper on the Sunday immediately preceding the start of the Winter academic term, with the last meal as breakfast on the day after the end of the Fall academic term.
    - Given that meal participation rates are already factored into the cost of providing meals, there is no refund for missed meals. Missed meals are not extended to the following week or term and are considered forfeited.
  - Students assigned to Annapolis Valley Campus (COGS) and Strait Area Campus are obligated to participate in a declining balance meal system, based on access of individual and communal food preparatory and storage appliances and culinary services:
    - Students are required to participate in a declining balance system, redeemable at the Campus' dining facility. (COGS minimum is \$500, Strait Area minimum is \$250)
    - Additional options are offered for students wishing to participate at a greater level.
- Provisions for meal/dining plan exemptions are considered on a case-by-case basis by NSCC Campus Housing and will be reviewed for students with a valid medical certificate for absence from campus, medical or religious accommodation request or when the student is on a required in-term work experience placement which prevents them from accessing the dining hall.
  - Where absence from campus extends beyond two weeks (14 Campus Housing meal days) and is supported by acceptable documentation, upon return to Campus Housing the student's account will be credited with a refund for the meal portion of the Campus Housing fees for any period beyond the initial 14 days.

- The refund is processed on a term basis and is not considered in conjunction with Campus Housing withdrawal or notice thereof. No refund is made for the room portion of the fees. Early notice of anticipated absence is required for students to access this refund. Notification no less than two weeks in advance is required in writing to NSCC Campus Housing. No refund will be processed retroactively.

## **COMMUNITY EXPECTATIONS AND RESPONSE**

- NSCC values a respectful learning and working environment. We all share the responsibility to treat each other, and those who enter the College, with respect and consideration for oneself and others are expressed through behaviours that are courteous and polite.
- No Student is permitted to interfere with the right of any other student to the peaceful enjoyment of their room and common privileges, or to endanger the safety and security of any individual through such activities as may be harmful. Every individual is equal in dignity and worth and shall be provided equal rights and opportunities without discrimination or harassment.
- The Student agrees to observe and abide by all Campus Housing Community Standards (rules, regulations and associated policies and procedures), the Sexual Violence Policy, the NSCC Student Code of Conduct and all such variations, modifications and additions to such rules and regulations as the College may make from time to time whether before or after the date of this Agreement. The Student agrees that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein.
- The Student also agrees to abide by all local, Provincial and Federal laws and other lawful authorities affecting the premises or occupancy thereof, including all Provincial liquor laws, and Federal laws prohibiting the possession, or use, or sale of illegal narcotics, substances and items.
- The Student will accept the jurisdiction of all professional and student Campus Housing staff and that of properly established Campus Housing and Campus/College governing and disciplinary bodies.
- The Student agrees to abide by applicable College policy, and to comply with the reasonable directives of College staff and agents, such as Community Assistants, Security services personnel and the Coordinator, Campus Housing, when issued in the performance of their duties.
- The Student understands that any assaultive or violent conduct, physical threats, intimidation, and any overt and deliberate act of racism, homophobia, misogyny other forms of discrimination or harassment, whether in person or by use of media or multimedia tools is strictly contrary to our commitment for a respectful community. Engaging in said behaviour/actions may result in the immediate termination of the Campus Housing agreement, without warning, and does not negate the engagement of parallel or legal proceedings by the College or others.
- The Student further agrees that the Student's guests/visitors/invitees will duly observe all such rules and regulations, and the Student will be held responsible for any violation of their guest.
- The Student accepts full responsibility for the use and cleanliness of the assigned Room and its contents and accepts all financial responsibility for damages and/or losses incurred. Students are not permitted to alter or remove any Campus Housing furniture or contents of the premises without permission in writing from NSCC Campus Housing. The Student will notify the College immediately of any damage to the premises during the period of this Agreement.
- The Student will assume a share in collective responsibility for damages which may occur to common areas on the Floor in which the Student resides if such damage cannot be assessed to specific individuals. Students in a multi-occupancy unit shall be jointly liable for all damage that is caused to the shared areas within their unit.
- Pets are not permitted in Campus Housing. Violation of this standard will result in an immediate request for the removal of said animal and appropriate follow-up and engagement through the Campus Housing Code of Conduct policy and procedures. This provision does not apply to approved service of support animals. For more information on registering your service/support animal with the College, please refer to our Housing/Room Assignment Consideration process.
- If the Student uses the College provided Wi-Fi/network services or accesses the College's network services, the Student hereby agrees that they will abide by the Technology Resources - Acceptable Use Policy.

## **ROOM ENTRY AND INSPECTION**

Guidelines and parameters on room entry and inspection are outlined in detail in our Living On-Campus Guide as well as in our Campus Housing Community Standards. By signing this agreement,

- The Student agrees that the College reserves the right to have authorized employees, staff, and agents enter rooms and suites for the purpose of maintenance, repairs, renovations, inspection, College investigations, determining that the Student is compliant with the Campus Housing Community Standards or in the event of an emergency. Except in the case of emergency, such entry shall be made during daylight hours and, where possible, reasonable notice of the approximate time of entry will be given by the College.
- The Student agrees that the College will inspect the premises, at minimum, once in the course of each term and during the December-January break; The Student agrees that rooms will be inspected from time to time and/or in response to concerns or incidents. Following inspection and at the sole determination of the College, the Student will be invoiced for any cleaning and/or repairs required.
- The Student will leave the premises at the end of the Agreement in the same condition as when they took possession, reasonable wear and tear accepted.

## **TERMINATION OF AGREEMENT OR REASSIGNMENT OF SPACE**

- The College may terminate this Agreement on twenty-four (24) hours' notice in the event that the College determines, in its sole discretion, that:
  - It is required to do so by law or government directive, or that it is reasonably necessary or prudent to do so to maintain the health, safety, or well-being of the College or Campus Housing Community.

- The Student fails to meet the criteria outlined in the eligibility section of this Agreement.
- The Student fails to make any payment owing under this Agreement by the date on which payment falls due.
- The Student is found to be responsible for a violation of a Nova Scotia Community College Non-Academic Misconduct policies which include but are not limited to Campus Housing Community Standards, NSCC Student Code of Conduct, NSCC Sexual Violence Policy, Respectful Community Policy, Discrimination and Harassment Policy or the Technology Resources – Acceptable Use Policy, where the resulting sanction is:
  - The termination of their Campus Housing Agreement
  - A restriction of access/privileges that impact the Student's ability to reside in their assigned space or attend their campus in-person.
  - A reassignment of space that cannot be accommodated by The College based on occupancy/vacancy at the time of the sanctioning.
- Should a termination of the Student's Campus Housing Agreement occur, the Student:
  - Must vacate their assigned space and return their key/access card within 24 hours of receiving the decision in writing.
  - Shall be banned from their assigned Campus Housing building and dining hall until further notice.
  - Shall be responsible for payment of the remaining balance of their term Campus Housing fees (including applicable meal plan charges) regardless of the date of termination.
  - Violation of the imposed restrictions will result in NSCC Campus Housing engaging the NSCC Student Code of Conduct policy and procedures.
- If the Student is in a multi-occupancy unit and the contract of a roommate is terminated, the Student shall accept such alternate roommate(s) as assigned by the College in its sole discretion.
- This Agreement is for a space in Campus Housing and not for a particular room. The College retains the right to assign or re-assign the Student to a different room, if the College determines in its sole discretion, that such re-assignment is prudent in the interests of health, safety, well-being of an occupant or occupants and/or the Campus Housing community, disciplinary measures, maximization of resources or the administration of the NSCC Campus Housing program. In the case of re-assignment, the Student will be required to pay the Campus Housing fees (and meal plan if applicable) stipulated for the new assigned space.
- NSCC Campus Housing reserves the right to terminate a Campus Housing agreement if it is determined that the level of support required by a student is beyond the limits of what can be provided in Campus Housing by Campus Housing Staff, or when the Campus Housing community is significantly impacted by the behaviour of a student. In such cases, College staff will work with the student to assist in finding more suitable housing.

#### **WORK EXPERIENCE PLACEMENT PROVISIONS**

- Students requesting a withdrawal from Campus Housing due to an approved work experience placement, which does not reasonably allow continued occupancy of their assigned space in Campus Housing, will be granted a withdrawal from their Campus Housing agreement based on confirmation from their academic department and will have all Campus Housing fees (including meal plan) pro-rated to their date of departure.
  - Under no circumstances will Campus Housing fees be held in abeyance or pro-rated for partial term work placements.

#### **LIABILITY AND ASSUMPTION OF RISK**

- By signing this agreement, the Student will indemnify the College from all liabilities for which the College will or may become liable by reason of any breach, by the Student, of any term or provision of this Agreement, or by reason of a death or injury or damage resulting from or suffered by any person or any property by reason of the act, neglect or default of the Student or their guests.
- The College assumes no liability, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water, or other causes (e.g. loss of utilities). The Student accepts that it is their responsibility to carry, and undertakes that they shall carry, appropriate and adequate personal property insurance and liability insurance coverage for fire, injury or damage caused by the Student.
- As part of Campus Housing programming, students have the opportunity to participate, voluntarily, in college sponsored Activities that may take them outside of the Campus Housing environment. The Student acknowledges, accepts, and understands the existence of known risks and potential unknown risks inherent in participating and as such is solely responsible for determining their level of participation in the Activities. By participating in the Activities, the Student voluntarily assumes all risks associated with them and agree that they are solely responsible for the costs associated with any injury, loss, or medical emergency that may occur as the result of their participation in the Activities.

#### **PUBLIC HEALTH TERMS, CONDITIONS, ASSUMPTION OF RISK, WAIVER AND RELEASE**

- The Student acknowledges that in March of 2020 the World Health Organization declared a global pandemic in connection with the virus that causes COVID-19 (COVID-19). COVID-19 in all its variations is a highly contagious, dangerous, and potentially lethal disease. As such, the Student confirms that they are fully aware that living in NSCC Campus Housing and receiving the services of NSCC Campus Housing carries inherent risks related to COVID-19 and its transmission, which cannot be eliminated notwithstanding the care and precautions taken by the College to mitigate against such risks.
- The Student acknowledges that the Government of Canada, the Province of Nova Scotia, local governments and local public health units are responding to the pandemic declaration by enacting a variety of statutory amendments, regulations, orders, by-laws, and public health orders, initiatives, requirements and recommendations.

- The Student understands that the College is legally required to operate Campus Housing in accordance with all applicable laws, including the Occupational Health and Safety Act and the regulations made under it, and in compliance with the advice, recommendations, orders and instructions of public health officials. The Student acknowledges that the College may, from time to time, impose additional rules, procedures and protocols as it deems necessary or as it may be required to do by public authorities to mitigate against the risk of the spread and/or transmission of COVID-19 in all its variations in Campus Housing.
- The Student undertakes and promises to abide by the College's requirements and directions, as well as the advice of public health officials, in relation to the pandemic.
- The Student will report to NSCC Campus Housing via their campus Coordinator, Campus Housing immediately if they develop symptoms or suspect they may have contracted COVID-19, are planning to be tested for COVID-19, have been advised by a medical professional or a public health official to self-isolate or to be tested for COVID-19. The Student understands that this information may be shared with College staff on a need to know basis for health and safety and/or public health reasons. The Student shall comply with the COVID-19 Community Housing Student Isolation Protocol, and the Student understands and agrees that failure to do so may result in the Student's removal from Campus Housing. The Student may also be subject to additional processes under the Student Code of Conduct should they fail to identify or follow the College's requirements and directions.
- The Student confirms that, by choosing to live in NSCC's Campus Housing and receive the services of NSCC Campus Housing, they have voluntarily undertaken to assume all risk of personal injury, sickness, death, expenses, or other losses that the Student may suffer as a result, directly or indirectly, of COVID-19, the exact nature and extent of which are not currently ascertainable or knowable given the uncertain nature of COVID-19. Therefore, the Student, in consideration of being permitted to live in NSCC Campus Housing and receive the services of NSCC Campus Housing, hereby forever waives, releases, discharges and undertakes not to make any claim whatsoever (action, cause of action, demand, suit, or other form of claim) against, Nova Scotia Community College, on any of its campuses, or its successors and assigns, and any of its or their past, current or future officers, directors, trustees, employees, agents, volunteers, contractors, in respect of any and all damages, losses, personal injury, sickness or death that the Student may incur directly or indirectly, now or in the future, that are in any way related to COVID-19 and the Student's living in or receiving the services of NSCC Campus Housing.
- The Student acknowledges that this waiver, release, discharge and undertaking shall be binding on their heirs, executors, administrators, representatives, successors and permitted assigns. The Student understands and acknowledges that this paragraph means they are giving up legal rights and/or remedies that may otherwise be available to them.

**CONDONATION OF BREACH NOT A WAIVER**

- Any excusing, condoning, or overlooking by the College of any default, breach or non-observance by a Student, of any condition or regulation of this Agreement will not operate as a waiver of the College's rights under this Agreement in respect of subsequent defaults, breaches or non-observances of terms of this Agreement.

**HEADINGS**

- Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

SIGNED (after returned):

\_\_\_\_\_ (NSCC Representative) for \_\_\_\_\_ Campus,  
Nova Scotia Community College

**PLEASE READ CAREFULLY AND SIGN:**

*I acknowledge that I have been given the opportunity to read this Agreement and that I have been given a copy as my personal record. I understand and agree that the Agreement affects my rights and obligations as a student living in Nova Scotia Community College Campus Housing, and I agree to be bound by all the terms, conditions rules and regulations stated or incorporated by reference herein.*

X Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (MM/DD/YY)

X Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (MM/DD/YY)

(where Student is under 18 years of age)