

HOUSING and RESIDENCE LIFE

RESIDENT'S LICENSE AGREEMENT

This License Agreement referenced as - Academic year 2012.

Between: Northwest Community College, a body corporate under the laws of the Province of British Columbia, having an office at 5331 McConnell Avenue, Terrace, BC, V8G 4X2 (Hereinafter referred to as "NWCC").

And: Student Name: _____ Student Id # _____

Address: _____ Email: _____

City: _____ Province: _____ Postal Code: _____

(Hereinafter referred to as the "Student")

WHEREAS NWCC has accepted the application of the Student to live in residence on the NWCC Terrace Campus subject to the Student entering into this License Agreement and the availability of rooms.

The Student has agreed to enter into this License Agreement with the understanding that this agreement consists of three parts which are (in order of priority from Highest to Lowest):

- Part 1 – the NWCC policies as contained in the College Calendar directly or by reference,
- Part 2 – this License Agreement Document and
- Part 3 – the Resident's Handbook for the applicable term.

NOW THEREFORE THIS LICENSE AGREEMENT WITNESSES that in consideration of the mutual promises herein contained the parties agree as follows:

1. LICENSE

NWCC hereby grants to the Student:

- 1.1 The license to occupy and use the furniture and effects of the bedroom in the NWCC Student Residences (the "NWCC Residences") assigned to the student by NWCC for the term indicated below. (Please check one box.)
 - For the academic year Sept. 6, 2011 - April 29, 2012
 - Fall Semester (Sept. 6 – Dec. 16, 2011),
 - Winter Semester (Jan. 3 – April 29, 2012) Spring-Summer (April 30 - Sept. 3, 2012)
 - Short Term - Specify dates: _____
- 1.2 The license to use, in common with other students, the common areas and the furniture and effects in the suite assigned to the student by NWCC;
- 1.3 The license to use, in common with other occupants of the NWCC Residences, the laundry room facilities and common spaces within the Residences; subject to all of the terms and conditions hereof. The suite and bedroom together are hereinafter referred to as the "Premises".

2 FEES

In exchange for the license described in Article 1, the Student shall pay the following amounts in the following manner for the use of the Premises:

- 2.1 a) At the time of acceptance of this License Agreement, the Student shall pay to NWCC the sum of Two Hundred Dollars (\$200.00) as an application fee, (In all cases, upon occupancy, application fees will be considered as a damage deposit).
 - b) Withdrawal of an application (termination of the process) after the license agreement has been accepted but prior to occupancy will result in forfeiture of the entire \$200.00 application fee.
 - c) If the student has made the full payment of the first instalment of the rent on or prior to the specified date, then \$200.00 of this amount will be considered as the application fee.
 - d) Failure to remit the application fee will result in cancellation of the offer of accommodation.
- 2.2 Room fees for the 2011/2012 year are:

Term	Single Occupancy	Suite
Fall Semester: Sept. - Dec. Renovated Kalum Dorm	\$1500.00 \$1700.00	\$2240.00
Winter Semester: January – April Renovated Kalum Dorm	\$1500.00 \$1700.00	\$2240.00
Short Term (Per Month) Renovated Kalum Dorm	\$375.00 \$425.00	\$560.00
Short Term (Per Day) Renovated Kalum Dorm	\$25.00 \$30.00	\$30.00

3. ACCEPTANCE OF ROOM OFFER BY STUDENT

- 3.1 If the Student decides not to attend NWCC and therefore no longer requires a room, the Student must inform the NWCC Residence Life Facilitator in writing not later than Friday, August 26, 2011, for the Fall Semester intake, or not later than December 16, 2011 for the Winter semester intake, or no later than April 21, 2012 for the Spring and Summer intake. Notification after these dates will result in forfeiture of the Two Hundred Dollar (\$200.00) application fee except in the following circumstances:
 - a) Non-acceptance for admission by the College, or
 - b) Validated medical reason prohibiting College attendance.
- 3.2 This License Agreement must be accepted on or before the day indicated in the letter of offer.
- 3.3 The Student agrees that NWCC has the right to refuse any application for the use of Premises or revoke any License agreement.
- 3.4 Upon arrival at NWCC, the Student shall co-operate with the representatives of NWCC, and complete and sign a Room Inventory and Condition Check List form as provided by NWCC. This form will be kept on file in the Residence Office and used as a guideline upon check out.
- 3.5 By signing this License Agreement the student confirms that they have read Part 3 “The Resident’s Handbook” as provided through the established link on the NWCC Housing and Residence Life web site.

4. EARLY TERMINATION OF THE LICENSE AGREEMENT BY STUDENT

- 4.1 A Student may be released from their obligations pursuant to this License Agreement and be eligible for a refund of all or a portion of their Residence fees in the following circumstances:
- a) the Student has been refused initial admission to the College, or
 - b) the Student has withdrawn from the College either voluntarily or by administrative request, or
 - c) the Student has graduated from NWCC during the term, or
 - d) the Student has secured a College Co-Op placement or a Practicum placement away from the Terrace Campus.
- 4.2 The College reserves the right to settle the amount of refund to be paid to the Student which will be issued on a proportionate system of use relative to the term described in section 1.
- 4.3 Notwithstanding the above, if a Student wishes to move out of residence for reasons other than the options set out in section 4.1, they will be liable for the residence fees for the duration of this License Agreement. A student who believes they have extenuating circumstances may submit a written request for release from this License Agreement to the NWCC Housing and Residence Life Office, setting out the reasons for the request. This request must be submitted prior to moving out. Supporting documentation should be included wherever possible. The request will be reviewed by NWCC and the student notified of the decision.

5. EARLY TERMINATION OF THE LICENSE AGREEMENT BY NWCC

- 5.1 NWCC may terminate this License Agreement if the Student:
- a) does not pay the residence fees or any other sums due to NWCC hereunder on the date such fees or other sums are due, or
 - b) voluntarily withdraws or is compelled to withdraw from NWCC, or
 - c) withdraws from full-time attendance at NWCC, or
 - d) breaches or fails to comply with any term of the License Agreement or
 - e) makes a false statement in their residence application for a room in residence.

For subsections (b) (c) and (e) of Article 5.1, the License Agreement terminates three days after NWCC gives the Student notice of termination. For subsection (a) and (d), of Article 5.1, the Student will be allowed 24 hours to vacate the Premises or such lesser time as NWCC deems appropriate in the circumstances. For subsection (d) of article 5.1, the student will be liable for the residence fees for the duration of the License Agreement.

6. VACATING

- 6.1 The Student shall be solely liable to NWCC for any loss or damage to the bedroom within the Premises and the furniture and effects of NWCC therein. The Student shall be liable jointly and severally with the other students assigned to the Premises for any loss or damage to the common areas in the Premises, and the furniture within. The student shall be liable jointly and severally with other students for any loss or damage to the common areas and the furniture within the NWCC Residences generally.

- 6.2 On revocation, surrender or any termination of this License Agreement, the Student shall quietly and peaceably surrender and quit the Premises in as good condition as same were at the time of the Student's entry thereon, reasonable wear and tear exempted, and shall remove all furniture, equipment and other things placed by the Student in or on the Premises, and if the Student shall fail to do so, NWCC shall have the right to make such removal at the Student's expense, the amount of which expense the Student shall pay NWCC on demand. NWCC shall have the right to take possession and appropriate unto itself without payment therefore, any property of the Student or any one claiming under the Student then remaining on the Premises or in the buildings comprising the NWCC residences.
- 6.3 If the Student does not vacate the Premises pursuant to the provisions of this License Agreement, NWCC or its agents may at any time re-enter and occupy the Premises.
- 6.4 Students are required to move out on the earlier occurrence of:
- a) 24 hours after their last NWCC exam for that term,
or
 - b) 24 hours after the date established by NWCC for the final day of exams for that term,
or
 - c) the date submitted on the application,
or
 - d) at a later date upon written application to the Residence Office setting out the reasons for wishing to stay beyond the above dates

7. GENERAL PROVISIONS

- 7.1 The occupation and the use of the Premises is not exclusive to the Student. The Student may occupy and use only such portion of the Premises as NWCC shall from time to time designate. NWCC and its representatives may without notice enter the suite or bedroom at any time. The Student will not interfere with the privacy of other students. NWCC retains general dominion and control over the Premises, and the NWCC residences generally, including all bedrooms and common areas and reserves the right to restrict guests, change locks, issue and reissue keys and generally control the doors of the NWCC residences.
- 7.2 Any notice to the Student shall be sufficient if served on the Student personally, or posted on the Premises, and if so posted shall be deemed to have been served on the date of posting; or mailed to the Student, directed to the Student's last known address, and if so mailed in the Province of British Columbia shall be deemed served on the next business day following the day of mailing. Any termination of this License Agreement howsoever caused shall be entirely without prejudice to the rights of NWCC then accrued hereunder or thereafter to accrue.
- 7.3 NWCC from time to time may establish, modify, and enforce reasonable rules and regulations regarding the use and occupancy by the Student of the Premises and NWCC residences generally. All rules, regulations, and modifications shall be deemed part of this License Agreement and shall bind the Student. The Student will comply with the rules, regulations, modifications, and, in particular, without limiting the generality of the forgoing, will pay on demand all amounts levied by way of assessment, or fine, pursuant to such rules and regulations. The Student shall also comply with the rules, regulations, and procedures set out in the NWCC Resident's Handbook. The Student will be deemed to have been given notice of any changes to these rules when posted on the main bulletin board.
- 7.4 This License Agreement is personal to the Student. The Student shall not assign any rights under this License Agreement or sublicense the Premises.

- 7.5 It is not the intention of NWCC and the Student to constitute a landlord-tenant relationship, and nothing herein contained shall be considered as in any way constituting such a relationship.
- 7.6 The Student shall exercise the privileges hereunder at the Student's own risk and the Student shall indemnify, defend and hold harmless NWCC and its officers and employees against all liability for damages, costs, losses and expenses resulting from, or arising out of, or in any way connected directly or indirectly with the occupation or use of the Premises or the NWCC residences generally by the Student or the licensees, invitees or guests of the Student, or the failure on the part of the Student to perform fully the Student's promises herein. NWCC shall not be liable to the Student if for any reason whatsoever the Student's occupation or use of the Premises hereunder shall be hindered, disturbed or interrupted. NWCC shall not be liable for any personal injury to the Student nor for damage to, or loss of, money or personal property through any means either on the Premises or on any part of the NWCC campus, including the parking areas.
- 7.7 Any obligation of the Student pursuant to or arising from this License Agreement shall survive the termination of this License Agreement.
- 7.8 When the student accepts a room offer and pays the Two Hundred Dollar (\$200.00) room application fee for residence, the Housing and Residence Life License Agreement is deemed to come into effect.
- 7.9 The right to occupy the Premises shall come into force and effect only when NWCC assigns the Premises and delivers to the Student keys to the Premises.

8. RESIDENT BEHAVIOR STANDARDS

- 8.1 NWCC has established Community Behaviour Standards for Residents as well as an associated judicial process which is referenced as Part 3 of the License Agreement and is commonly referred to as the "Resident's Handbook".

IN WITNESS WHEREOF the parties hereto have executed and delivered this License Agreement this day, the _____ of _____, 20_____.

SIGNED on behalf of the student:

SIGNED on behalf of the Northwest Community College:

Student Signature

Northwest Community College

* If the student is under the age of 19, this License Agreement must also be signed by the parent or legal guardian.

Parent or Guardian Signature

Print Name