

RENTAL AGREEMENT

MEDICINE HAT COLLEGE STUDENT RESIDENCE

THE RESIDENT AND MEDICINE HAT COLLEGE AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. The terms in this Agreement have meaning as set out in Schedule "A".

2. LICENSE TO OCCUPY

- 2.1. MEDICINE HAT COLLEGE grants the Resident a non-transferable license to occupy the Room for the Term in accordance with the terms of this Agreement. Except as otherwise required by law, nothing in this Agreement gives the Resident any right to tenancy in the Room, College Residence or any interest in land.

3. AGREEMENT

- 3.1. During the Term, and provided the Resident complies with this Agreement, MEDICINE HAT COLLEGE grants the Resident:
Personal and non-transferable privilege to occupy the Room and use the furniture, fixtures, equipment and services and services in the Room;
- 3.2. A shared privilege, with other authorized residents, to use the Common Areas and the furniture, fixtures, equipment, and services in the Unit and the Student Residence.
- 3.3.
- 3.4. There will be no amendments to this Agreement as requested by the Resident. MEDICINE HAT COLLEGE maintains the right to amend this Agreement as needed from time to time and will provide notice of such amendment to the Resident.
- 3.5.
- 3.6. This Agreement takes effect when it has been accepted by the Resident and MEDICINE HAT COLLEGE has confirmed a Room assignment. The right to occupy begins on the approved occupancy date and ends at the conclusion of the Term unless extended or terminated in accordance with this Agreement. References to Articles 8 and 9 mean the sections entitled "Termination by the Resident" and "Termination by MEDICINE HAT COLLEGE," respectively.
- 3.7.
- 3.8.
- 3.9. This Agreement does not cover MEDICINE HAT COLLEGE's winter break period. Residents wishing to remain in residence for any portion of winter break periods will need to complete the required documentation to do so as per communications from Student Residence. A fee may be charged to remain in residence over the winter break.
- 3.10. Extensions to this Agreement may be granted by Student Residence, subject to availability. Student Residence will charge housing fees as appropriate for any extended stays. Residents found overstaying their Agreement without an approved extension will be subject to additional fees and referral to the residence conduct system.

4. LIMITATIONS OF LIABILITY

- 4.1. The Resident will protect MEDICINE HAT COLLEGE from and assume any liabilities, fines, suits, claims, demands and actions of any kind for which MEDICINE HAT COLLEGE may become liable due to any actions or omissions of the Resident or the Resident's guests. This indemnity will apply during the course of this Agreement and survive the expiration or early termination of this Agreement.

5. INSURANCE

- 5.1. Before occupancy, the Resident must obtain personal liability insurance with coverage of at least \$1,000,000 and must maintain that coverage throughout the Term. On reasonable request, the Resident must provide proof of coverage. If coverage lapses or proof is not provided, MEDICINE HAT COLLEGE may require the Resident to remedy the deficiency within a stated reasonable period; failure to do so may result in termination under this Agreement. The Resident must provide evidence of replacement coverage before cancelling an existing policy whenever reasonably practicable. MEDICINE HAT COLLEGE's failure to request proof does not waive this requirement. MEDICINE HAT COLLEGE recommends that the Resident obtain contents insurance for personal belongings.

6. RESPONSIBILITIES OF THE RESIDENT

- 6.1. The Resident will:
- a) keep the Unit and Room in a clean and sanitary condition;
 - b) read and comply with the Student Residence Handbook posted on the Student Residence website, as modified from time to time;
 - c) be responsible for their own personal property;
 - d) permit MEDICINE HAT COLLEGE or its agent entry for the purpose of inspecting the condition of the Unit and Room and its contents and for reasons described in the Student Residence Handbook;
 - e) be responsible for loss or damage to the Room, furniture and effects of MEDICINE HAT COLLEGE within;
 - f) be responsible, together with any identifies responsible Resident(s) of the Unit for any loss or damage to the Common Areas of the Unit and any furniture and effects of MEDICINE HAT COLLEGE within;
 - g) be liable jointly and severally with any other occupants of the Student Residence for any loss or damage in the Common Area of the Student Residence and any furniture and equipment of MEDICINE HAT COLLEGE;
 - h) be responsible for the conduct of their guests and for loss or damage caused by their guests;
 - i) report any damage or vandalism or report persons known to be responsible for damage or vandalism as soon as practicable to Student Residence; and
 - j) keep their mobile phone number, email information and emergency contact information current with Student Residence;
 - k) download and activate the MEDICINE HAT COLLEGE SAFE app (see

6.2. The Resident will not:

- a) do or permit or allow anything to be done in the Unit or the Room which is unlawful, creates an unreasonable nuisance, materially interferes with another person's use or enjoyment of Student Residence, or creates a health, safety, security or property risk.
- b) damage the Unit or the Room or any furnishing or fixture in the Unit or Room, or abuse any service in the Unit or Room;
- c) affix anything on the walls, floor, ceiling, doors or windows of the Unit or Room which may disfigure or mark the surfaces when applied or removed;
- d) apply any materials or utilize markers on any surface, including windows, or make any alteration or renovation to the Unit or Room;
- e) fail to close windows when the exterior temperature is below -10 Celsius or when requested to by Student Residence;
- f) alter or overload an electrical component, including but not limited to outlets, panels or wiring;
- g) undertake any form of soliciting, surveying, polling or commercial activity, whether selling, advertising or otherwise, throughout the complex; or
- h) allow another person to reside in the room without prior written approval from Student Residence.

7. OCCUPANCY

- 7.1. On the designated move-in day, the Resident will inspect the assigned Unit and Room and take photos of existing damage to walls and floors, to capture the condition of the Room, the Common Areas of the Unit. If the Resident does not take pictures the College's documented move-in condition record may be relied on, subject to any contrary evidence provided by the Resident.
- 7.2. MEDICINE HAT COLLEGE may reassign the Resident to another Unit or Room where reasonably required for safety, accessibility, maintenance, conduct management, occupancy management, or operational reasons. The College will provide reasonable notice where practicable, consider documented accommodation needs, and provide reasonable moving assistance where the reassignment is initiated solely for MEDICINE HAT COLLEGE operational purposes.
- 7.3. The Resident may not occupy a Room, unless the Resident is currently enrolled and maintaining status as a student in good standing at the Institution.
- 7.4. Student Residence will consider a room to be occupied (and continue to charge housing fees as appropriate) if items are present and/or the resident has not returned their keys. This does not limit the College's duty to mitigate loss where required by law.

8. TERMINATION OF THIS AGREEMENT BY THE RESIDENT

- 8.1. Should the Resident wish to terminate their agreement after moving in, the Resident is required to inform the Student Residence Office in writing. The financial consequences of termination are set out below, and a cancellation fee equal to the deposit will be applied.

- 8.2. Upon termination of this Agreement by the Resident, the following cancellation fees will be applied to the Resident's student account:

Agreement Terms	No Cancellation Fee	Cancellation Fee Equal to Confirmation Deposit
Fall term or Academic Year	Before July 1	After July 1
Winter term (new residents only)	Before November 1	After November 1
Spring, Summer or Spring/Summer term	Before March 15	After March 15

- 8.3. If the Resident terminates this Agreement after the designated move-in day without having moved in, the Resident must notify Student Residence in writing. No refund will be provided, and a cancellation fee equal to the deposit will be applied.
- 8.4. If the Resident has signed a Fall and Winter Agreement, may cancel the Winter portion by providing written notice no later than December 1. If notice is provided after December 1, any lost revenue of MEDICINE HAT COLLEGE due to a vacancy will become the responsibility of the Resident to the end of the Term.
- 8.5. Property left behind will be documented, secured where reasonably practicable, and handled in accordance with the Unclaimed Personal Property and Vested Property Act and any other applicable law. Student Residence may charge the Resident its reasonable, documented costs of removal, storage, or disposal. A shared charge may be allocated only where available information reasonably supports shared responsibility.

9. TERMINATION OF THIS AGREEMENT BY MEDICINE HAT COLLEGE

- 9.1. MEDICINE HAT COLLEGE may terminate this Agreement with not less than 24 hours' notice to the Resident unless under special circumstances as described in the Student Residence Handbook.
- 9.2. MEDICINE HAT COLLEGE may terminate this Agreement as follows:
- a) if the Resident does not pay the Accommodation Fee or any other amount when due and does not remedy the default within the period stated in a written notice;
 - b) termination is authorized under the procedures in the Student Residence Handbook, including any applicable notice, response, review or appeal process; or
 - c) the Resident commits a material breach of this Agreement and, where the breach can not be reasonably be remedied, fails to remedy it within the period stated in a written notice.
- 9.3. If a resident does not move in on the designated move in day, and does not confirm an alternate date, their residence application and reservation will be cancelled on the 15th day after the originally agreed move in day.

10. NOTICE/COMMUNICATION FROM STUDENT RESIDENCE

- 10.1. Any notice by MEDICINE HAT COLLEGE to the Resident will be in writing and will be deemed served if it is:
- a) served on the Resident personally, or
 - b) left at the Resident's Room, or
 - c) left in the mailbox assigned to the Resident by MEDICINE HAT COLLEGE, or
 - d) emailed to the Resident's Student email address on file.
- 10.2. Any notice by the Resident to MEDICINE HAT COLLEGE must be in writing and is deemed delivered to the address designated by Student Residence, delivered personally to the Student Residence office during business hours, or sent by registered mail to:

The Coordinator, Student Residence
13a Primrose Drive SE
Medicine Hat, AB T1B 2C4

- 10.3. A notice served personally shall be effective on the first business day after service and a notice sent by mail shall be effective on the third business day after mailing.

11. COST AND TIMING OF PAYMENTS

- 11.1. The Resident will pay the Confirmation Deposit prior to being given a booking in the Unit and Room.
- 11.2. The Resident will pay MEDICINE HAT COLLEGE the Fees posted to the Resident's student account for accommodation for the Term.
- 11.3. The Resident will pay a Residence Life Fee of \$40.00 per academic semester. This is a non-refundable fee, regardless of the length of stay during an academic semester.
- 11.4. The Accommodation Fee and the Residence Life Fee on or before **August 1, 2026** for the Fall semester and **December 1, 2026** for the Winter semester.'
- 11.5. If Fees and Deposits are not paid by the Resident by the above dates due to student loan receipt or other circumstances pre-approved by MEDICINE HAT COLLEGE, in writing, MEDICINE HAT COLLEGE's second fee payment deadline in September for the Fall semester and January for the Winter semester will stand as the final payment date for all Fees. If Residence Fees are not paid by this final payment date, this Agreement is subject to termination as per Article 9.
- 11.6. If the Resident is not in receipt of a Student Loan or Sponsorship covering any portion of the Term, the Resident may opt to pay the Accommodation Fee in installments, as per the Installment Payment Plan Agreement. An administrative fee of \$50.00 will apply and shall be included in the first installment payment. Payment is due per the schedule outlined in the Installment Payment Plan Agreement. Installment Payment Plan Agreements may not be accepted past the date of the Resident's move-in day and must be for a minimum of a

full academic semester.

- 11.7. Upon the expiration or early termination of this Agreement, MEDICINE HAT COLLEGE may apply charges to the Resident's student account for any sums due to it by the Resident under the terms of this Agreement. Such charges include, but are not limited to; any unpaid Accommodation Fees, the cost of repairing the Unit and Room or repairing or replacing any of the property of MEDICINE HAT COLLEGE in the Unit and Room and the costs of cleaning the Unit and Room.
- 11.8. The Resident will clean the Unit to a move-in day level of cleanliness prior to check-out or early departure, and will return the keys and perform proper check out procedures. Charges for cleaning, repair, or key/lock changes will otherwise be assessed by MEDICINE HAT COLLEGE as outlined in the Unit Condition Report.

12. GENERAL

- 12.1. Occupancy may not begin until this agreement has been accepted by the Resident and MEDICINE HAT COLLEGE.
- 12.2. The Resident acknowledges that they have read and understands this Agreement and have had an opportunity to ask questions before accepting it.
- 12.3. Any Resident who is not a registered student of MEDICINE HAT COLLEGE agrees to abide by all policies and rules of occupancy established by MEDICINE HAT COLLEGE.
- 12.4. The Resident agrees to abide by the current version of the Student Residence Handbook, as may be amended from time to time by MEDICINE HAT COLLEGE. The current version will be posted on www.mhc.ab.ca.

Schedule A Definitions

1. **"Accommodation Fee"** means the monies the Resident must pay to MEDICINE HAT COLLEGE for the use of the Unit during the Term;
2. **"Agreement"** means this Agreement;
3. **"Cancellation Fee"** means a sum equivalent to the amount of the Confirmation Deposit which will be charged to the Resident by MEDICINE HAT COLLEGE for the early cancellation of the Term;
4. **"Common Areas"** means any areas of the Student Residence including, but not limited to, community rooms, hallways, residence grounds and common living areas of the Unit which are not a "Room";
5. **"Student Residence"** means the department, and its officials and employees, charged with managing the Residence on behalf of MEDICINE HAT COLLEGE;
6. **"Student Residence Handbook"** means the rules, procedures, and guidelines governing residence life, as published by the College on its website at www.mhc.ab.ca;
7. **"Resident"** means the person who has been assigned a Room in the Unit by MEDICINE HAT COLLEGE;
8. **"Residents"** means all of the persons who have been assigned a Room in the Unit by MEDICINE HAT COLLEGE;
9. **"Room"** means the bedroom assigned by MEDICINE HAT COLLEGE to the Resident in the Unit;
10. **"Confirmation Deposit"** means the sum of Six Hundred (\$600.00) Canadian Dollars which shall secure the Resident a conditional spot in Residence and serve additionally as the damage deposit for the occupancy of the respective Unit;
11. **"Term"** means the period beginning at 12:00 p.m., on the approved move-in date, or earlier if authorized, and ending no later than 12:00 p.m. on the day after the Resident's last scheduled exam in the Winter Semester. (excluding the winter break period as MEDICINE HAT COLLEGE is closed for this period; residents may only stay during this period by completing proper documentation provided by Student Residence);
12. **"The Application for Student Residence"** means the documentation required by MEDICINE HAT COLLEGE through which an applicant requests accommodation in Student Residence;
13. **"Unit"** means the Resident's assigned furnished suite;
14. **"MEDICINE HAT COLLEGE"** means the Board of Governors of Medicine Hat College; and
15. **"Student Residence"** means the residence complex owned and operated by MEDICINE HAT COLLEGE; located at Golfview Residence, 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71 Primrose Drive SE, Alberta, T1B 2C4 and 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36 Primrose Drive SE, Alberta, T1B 2G4 and Couleeview Residence, 201 College Drive SE, Medicine Hat Alberta, T1A 8T4.