



Dutch Inn is an off-campus housing facility for students. The operations and maintenance are entirely under the control of the Management and Staff of the Dutch Inn. UPEI is responsible only for assigning rooms to UPEI students; setting and collecting fees; and assessing and collecting amounts owed for damages to the facilities.

**THIS UPEI DUTCH INN AGREEMENT CREATES OBLIGATIONS FOR YOU AND IMPOSES FINANCIAL AND OTHER PENALTIES SHOULD YOU FAIL TO MEET YOUR OBLIGATIONS. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the University of Prince Edward Island (“UPEI”) and \_\_\_\_\_ (the “Resident”), collectively referred to as the “Parties”.

In consideration of the mutual covenants and agreements contained in this UPEI Dutch Inn Agreement (the “Agreement”), the Parties covenant and agree as follows:

**Accommodations:**

- 1) You (the “Resident”) are contracting for the use of a space at the Dutch Inn in Cornwall, PE for the period of **September 1, 2019 to April 30, 2020** inclusive (“Rental Period”). Any use of space outside of the Rental Period must be reserved directly with the Dutch Inn. Any fees applicable outside of the Rental Period will be separate from the Agreement and will be determined by, and directly payable to the Dutch Inn by the Resident.
- 2) Priority for accommodations within any UPEI residence or contracted off-campus housing facility is given to registered full-time students as per the full-time status requirements set by the UPEI Registrar’s Office. Therefore, any resident that does not meet the full-time student status requirement may have their acceptance in residence evaluated at any time.
- 3) Students who are attending UPEI for part of the academic year (e.g. exchange, cooperative education, students starting in Winter Semester) will not be bound by the financial commitment as outlined in section 12. of the Agreement for that period (excluding cost for repairs and/or cleaning) with the following provisions:
  - a. If the Resident is attending only Fall Semester, they must vacate their assigned room within 24 hours of their last scheduled exam
  - b. If the Resident chooses to leave or is evicted at any point in the semester, the Resident will not be eligible for any refund of the Semester Rental Fee
- 4) Students registered with UPEI through an approved student exchange agreement (“Exchange Students”), with a one (1) semester obligation are not bound by the eight (8) month financial commitment set forth in section 12 of the Agreement , except for liability for cost for damage, repairs and/or cleaning). Exchange Students must adhere to all other sections of the Agreement. However, the Agreement ends once the Exchange Student has vacated the assigned room twenty-four (24) hours after their final scheduled exam of the semester and their student account has been paid in full to the UPEI Accounting Office.

**Fees:**

- 5) The rental fee (“Rental Fee”) and meal plan fee (if applicable) per semester is payable to the UPEI Accounting Office on or before the fee due date, as per the UPEI-approved calendar dates. See <http://www.upei.ca/finance/accounting/fees/deadlines> for more information.
- 6) Rental Fees for 2019-20

<b>Room Type</b>	<b>Rental Fee per bed space/Resident</b>
<b>Double</b>	\$1,600
<b>Single</b>	\$3,000
<b>2 Bedroom Apartment</b>	\$2,500

- 7) The Resident will be required to submit a **\$300 deposit** (“Deposit”) to confirm their room assignment at the Dutch Inn. The Deposit will be applied to the Resident’s Rental Fee.
- 8) The Resident will be required to submit this Agreement and the Deposit to the **University of Prince Edward Island** by the date indicated in the Resident’s letter of offer.
- 9) Upon inspection by UPEI Residence Services staff it is determined in the sole discretion of the UPEI Residence Services that repairs and/or required cleaning are necessary and deemed above normal wear and tear to the Resident’s assigned room, the Resident will be responsible for said costs and will be charged accordingly to the Resident’s UPEI student account.

### Deposit Refunds:

- 10) The Resident may apply for a refund of their Deposit provided they advise UPEI Residence Services at [residence@upei.ca](mailto:residence@upei.ca) and meet the following deadlines:
- Notification prior to **July 1** qualifies for a **\$100.00 refund**; and
  - Notification **on or after July 1** does not qualify for a refund.
  - Study permit or visa is denied.
  - Admission to UPEI is denied
  - UPEI does not allow the Resident to continue their studies for any reason.

### Rental Term

- 11) The Resident is making a commitment to the Dutch Inn **for the entire Rental Period.**
- 12) The Rental Period and financial commitment is subject to the following conditions:
- Fall Semester (September – December)*
    - If the Resident *chooses to leave* the Dutch Inn at any point from September 1 to September 30, the Resident will be charged 50% of the Fall Semester Rental Fee.
    - If the Resident is *evicted* from residence at any point from September 1 to September 30, the Resident will not be eligible for any refund of the Fall Semester Rental Fee.
    - If the Resident chooses to leave the Dutch Inn or is evicted at any point after October 1, including the December Holiday Break, the Resident will not be eligible for any refund of the Fall Semester residence fee and will be charged for 50% of the room and meal plan fees, if applicable, for the Winter Semester.
  - Winter Semester (January–April)*
    - If the Resident chooses to leave or is evicted from the Dutch Inn *at any point* in the Winter Semester, the Resident will not be eligible for any refund of the Winter Semester Rental Fee.

### Facilities:

- 13) Cleanliness and care of facilities are the joint responsibility of the Resident and the Dutch Inn. The Resident is responsible for maintaining their assigned room in a good state of repair, including maintaining the cleanliness of their assigned room. The Dutch Inn units do not have housecleaning. The Dutch Inn may permit the Resident to use other areas throughout the property. The Resident is expected to take care and be respectful when using those other areas. UPEI along with designated Dutch Inn Management, reserve the right to periodically inspect all assigned rooms. Advance notice, when possible and other reasonable measures will be taken in exercising this right.
- 14) It is expected that use of facilities, furniture, and appliances results in normal "wear and tear". The Resident will be responsible for any damage to the Resident's assign room and any common area that occurs beyond reasonable wear and tear, including but not limited to costs of repair, replacement and/or extra cleaning. The Resident will be responsible for any damage caused by the Resident's guests. In the event, that damage occurs to a common area and cannot be attributed to specific individuals, costs may be shared equally among the Residents. All costs for such damages will be charged accordingly to the Resident's UPEI student account.
- 15) The Resident is solely responsible for their personal effects. UPEI and the Dutch Inn are not responsible or liable for any loss or damage to personal effects belonging to the Resident or the Resident's guests due to fire, theft, flooding, malicious, reckless or negligent conduct, or any other activity or conduct. UPEI strongly urges the Resident to obtain personal rental insurance to cover their personal effects. Further, UPEI is not responsible for any injury, damage or loss suffered by the Resident or the Resident's guests while at the Dutch Inn property, including in the Resident's assigned room and any common areas.

### Eviction

- 16) The Resident may be evicted by UPEI from their assigned room at the Dutch Inn for the following reasons:
- Damage by the Resident or a Resident's guest to the Dutch Inn, including any common area or assigned room;
  - Non-payment of the following fees by the Resident:
    - Rental Fee;
    - Damage costs; or
    - UPEI Tuition fees.
  - Participating in activities in contravention to law, including the Criminal Code of Canada;
  - Participating in activities in contravention of UPEI policies, including Code of Conduct; or
  - Participating in activities in contravention of Dutch Inn policies.
- 17) If the Resident is evicted in accordance with section 16, the Resident will be required to vacate the property within time period set out by UPEI Residence staff.
- 18) Eviction decisions will be made by UPEI Residence Services with input from the Dutch Inn.

### Personal Information Collection, Use and Disclosure:

- 19) UPEI is committed to the protection of the personal information it collects from the Resident. The personal information requested in the Agreement is collected under the authority of Section 31(c) of the Freedom of Information and Protection of Privacy Act, R.S.P.E.I. 1988, Cap. F - 15.01 (the "Act") and will be protected under Part 2 of that Act. It will be used for the purposes of:
- to assess eligibility for accommodation and/or related services;
  - to process applications (for on and off campus housing);

- c. to fulfill its obligations under the Agreement;
  - d. to process and collect fees, including any charges for damages and/or cleaning; and
  - e. to address safety, security, disciplinary, behavioural or health issues that may arise at the Dutch Inn.
- 20) The Resident agrees that personal information may be shared with other departments within UPEI (such as Security Services, the Registrar's Office and Financial Services) for reasons consistent with the above listed purposes.
- 21) The Resident provides express consent to UPEI to release the following personal information to the Dutch Inn:
- a. First and last name; and
  - b. Room assignment.
- 22) The Resident's personal information in the possession of UPEI will not be released to persons outside UPEI unless permitted in writing by the Resident or as permitted or required by law. UPEI, the UPEI Director of Ancillary Services or his/her representative, UPEI Residences Services or UPEI Security Services reserves the right to contact the Resident's parent(s) or guardian(s) or other designated emergency contact and provide them with relevant information if it is believed that the Resident's health, well-being and safety or that of others is at risk.
- 23) Questions or comments regarding our collection, use, storage and disclosure practices should be directed to the Director of Ancillary Services at [residence@upei.ca](mailto:residence@upei.ca).

**\*\*IMPORTANT - Required Check Date\*\***

- 24) The Resident must check into their assigned room **on or before the first day of classes**. Should the Resident fail to check into their assigned room before this deadline, they shall be deemed to forfeit their assigned room and Deposit. If the Resident has a valid reason for checking in after the first day of classes, extensions may be granted in advance on a case by case basis by UPEI Residence Services. UPEI Residence Services shall have the sole discretion to assess the validity of said reason(s).
- 25) Should the Resident require a visa or study permit to study in Canada, they must provide evidence of that visa being granted **at least two (2) weeks** prior to the commencement of the Resident's first day of classes. Residents who have not received their visa prior to this deadline will be refunded their Deposit and their assigned room will be forfeited.

The signature below signifies that you (the Resident) have read and understood the conditions of the *2019-20 UPEI Dutch Inn Agreement*. The Resident agrees to be bound by the Agreement as a condition of living at the Dutch Inn.

**THIS IS AN EIGHT-MONTH AGREEMENT EFFECTIVE FOR THE ENTIRE 2019-20 ACADEMIC YEAR.**

<i>Resident's Name (Please Print)</i>	<i>Student ID #</i>	<i>Date</i>
<i>Resident's Signature</i>	<i>Signature of Parent or Legal Guardian (if the Resident is under the age of Eighteen (18 years)</i>	<i>University of Prince Edward Island Residence Services</i>

**In order to reserve your space at the Dutch Inn, the Resident must:**

- A. Return a completed copy of the Agreement (signed and dated) by the date indicated in your residence acceptance letter to: UPEI Residence Services, 550 University Ave., Charlottetown, PE, C1A 4P3 or [residence@upei.ca](mailto:residence@upei.ca).**
- B. The Resident must make their required Deposit. To pay the Deposit online: sign-in to your Campus Login ([www.upei.ca/campuslogin](http://www.upei.ca/campuslogin)) and follow the instructions. Residence Deposits can also be made by cheque (*payable to University of Prince Edward Island*) or in person to: UPEI Accounting Office, Kelley Building, 550 University Ave., Charlottetown, PE, C1A 4P3 or by calling (902) 566-0534.**