

10 Bay Residence
McMaster University
Fixed-Term Termination Lease Agreement (“Lease”)

This Lease is made (in duplicate) on the [X] Day of [X], 202[X].

Between:

McMaster University
(the “Landlord” or the “University”)

And

[Tenant’s Name]
(the “Tenant”)

1. Rented Premises

1.1 It is expressly understood and agreed that the Tenant's assumption of occupancy and the payment of the rental is conditional on the Tenant being enrolled as a full-time undergraduate¹ or graduate student or being employed as a Faculty/Staff member at McMaster University. Based on said assumption of occupancy, the Landlord does hereby lease to the Tenant:

[Room Type Description]
[10 Bay Residence]
(the “Premises”)

which Premises are located at 10 Bay Street, Hamilton, Ontario (the “Complex”), together with the use of all fixtures and fittings, which include but not limited to, permanent bathroom and kitchen fittings; supplied appliances such as stove, microwave, dishwasher; refrigerator/freezer; freestanding furniture such as, sofas, beds, tables, desks, and chairs; mirrors; , of the landlord located in such, together with the right to use by way of license, in common with all others lawfully entitled, the common areas of the Complex. The Landlord also agrees to provide water, electricity, heat, and internet to the Complex.

2. Term

2.1 Subject to this Lease, the Tenant shall occupy the Premises for a fixed term commencing on [Lease Period Start Date] and ending on [Lease Period End Date] (the “Leased Period”). Incoming tenancy commences at 3:00 p.m. pursuant to section 5.4 of Schedule A at the start of the Leased Period. Tenancy is dependent on occupants meeting eligibility requirements. Should the Tenant meet eligibility criteria they may be offered a renewal for the next tenancy term pending full-time enrollment status and financial standing with the University at the time of review.

3. Rent

3.1 The Tenant agrees to pay a rental fee of \$[Room Rate] per month payable on the first day of each month commencing at the start of the Term, on [Lease Period Start Date] and up to and including the end of the Leased Period [Lease Period End Date]. The monthly fee is charged to the Tenant’s Mosaic Account, and it is the responsibility of the Tenant to ensure they make fee payments to avoid interest charges. The Tenant has the financial responsibility for payment of rent to their Mosaic Account at all times.

3.2 The Tenant will pay a \$600 deposit to secure accommodation on the Premises at the Complex. This deposit will be credited to the Tenant’s Mosaic Account and goes towards the payment for the first month’s rent.

Tenant’s Initials:

MAC

(in agreement with the above terms)

¹ A full-time undergraduate student is defined as a student who is enrolled full-time equivalent of at least eighteen units, or at least nine units in Term 1, and at least nine units in Term 2.

4. Tenant's Agreement

4.1 The Tenant(s) agrees with the Landlord:

- (i) To pay rent not later than the 1st day of each month commencing on [Leased Period Start Date].
- (ii) The Tenant agrees to pay the balance of their fees according to the terms set out by the [Financial Accounts Office](#). All personal and residence fee accounts with the University must be settled promptly and if unpaid, will result in the Tenant being blocked from grade reports, transcripts and/or further enrollment according to terms set out by the Financial Accounts Office.
- (iii) To pay a service charge of \$20.00 CAD for any charges returned from the bank.
- (iv) That all furnishings, furniture and/or appliances provided on the Premises have been supplied in good condition and are not to be removed or relocated. The Tenant will assume responsibility for all unreported or additional damage caused during the Leased Period.
- (v) To pay for the repair of all damages or expenses incurred by the Landlord resulting from the willful, negligent act(s) of the Tenant or person(s) permitted onto the Premises by the Tenant.
- (vi) That the Landlord may, on twenty-four (24) hours written notice and at any time between 8:00 a.m. to 8:00 p.m. to be specified in such notice, and in emergencies at any time, enter to view and assess the Premises for any state of any repairs. If the landlord gives the tenant the correct notice, the landlord can enter even if the tenant is not at home.
- (vii) Should the Landlord effect repair which are the responsibility of the Tenant pursuant to paragraph 4, the Tenant shall pay to the Landlord the amount of such repairs forthwith after being invoiced, therefore.
- (viii) Housing and Conference Services at McMaster University subscribes to the principle that tenants are entitled to enjoy a reasonable right to privacy in residence rooms. However, it reserves the right to have authorized staff enter apartments under the following conditions: to provide repair service or room maintenance inspections; to conduct periodic health and safety checks of room conditions; to conduct monthly fire inspection tests; when there is reasonable cause to believe an emergency situation has arisen that requires entry; when the Tenant vacates a room, or when the Tenant vacates the Premises; when there is reasonable cause to believe that university regulations are, and/or the law is being violated. Authorized staff are supplied with identification badges that are visible at all times.
- (ix) That the Tenant will not assign, sublet, or otherwise part with possession of the Premises or permit the Premises to be occupied by anyone other than the Tenant, without consent of the Landlord, whose consent shall not be arbitrarily or unreasonably withheld, subject to section 4(x) below.
- (x) That the Tenant will maintain the Premises in a clean and tidy condition at all times and will leave the Premises in such a condition and in good repair (reasonable wear, tear, and damage by expected decline in condition of Premises in the Complex as a result of normal, everyday use. For example, faded, peeling or cracking paint; faded carpet; loose grouting around bathroom tile; etc.). The Tenant will be responsible for all costs incurred as the result of a new incoming tenant being unable to occupy the Premises due to its physical state or the Tenant having failed to vacate at the end of the Leased Period.
- (xi) That the Tenant will use the Premises only for the purposes of a residence for the Tenant, and for no other purpose whatsoever.
- (xii) That no substantial alterations, additions, or improvements shall be made by the Tenant without the prior written consent of the Landlord. Such consent shall not be unreasonably withheld.
- (xiii) That the Tenant will observe and be subject to all the rules, regulations, and policies of the Landlord relative to the use of the Premises in the Complex and the adjacent lands. As well, relative to the conduct of the Tenant and all persons claiming through the Tenant in the Premises, the Complex and the lands belonging to, including but without restricting the generality of the foregoing, all those rules, regulations and policies outlined in Schedule A, attached hereto. Provided however that such rules, regulations, and policies may be amended, expanded, or varied and the same shall become effective and incorporated by reference herein when they have been either delivered to the Tenant or posted on the official central communication system of the Landlord's Office of Housing & Conference Services.
- (xiv) That the Tenant will comply with and be bound by all rules, regulations and policies of the Landlord respecting all tenants generally and regulations, rules and policies introduced by the Landlord's Office of Housing and Conference Services.

5. Liability

5.1 Landlord shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever, except where such is due to the Landlord's gross negligence. Tenants are required to obtain

tenant insurance and liability insurance, pursuant to section 5.3 of Schedule A. Should the Tenant leave personal property on the Premises after the termination of the lease, the personal property will be deemed abandoned and the Landlord has the right to remove, sell or destroy it. The Tenant shall pay to the Landlord the amount of any costs incurred by the Landlord to remove and dispose of any personal property, pursuant to section 9.11 of Schedule A.

6. General

- 6.1 The Landlord may, upon giving twenty-four (24) hours written notice, enter the Premises at a time between 8:00 a.m. and 8:00 p.m. to be specified in the notice, and in emergencies in Landlord’s sole discretion at any time, and make such repairs thereto as Landlord deems appropriate, including repairs which are the responsibility of the Tenant pursuant to sections 4(v) and (vi).
- 6.2 Should the Landlord effect repair which are the responsibility of the Tenant pursuant to sections 4(v) and (vi), the Tenant shall pay to the Landlord the amount of such repairs forthwith after being involved.
- 6.3 A waiver by the Landlord of any breach of covenant or regulation shall not be considered to be a waiver of such covenant or regulation generally or of any subsequent breach of any covenant or regulation.
- 6.4 Any notice to be given to the Landlord shall be in writing and delivered to Residence Admissions & Leasing Office, and any notice to be given to the Tenant shall be in writing and delivered at the Premises or by email.
- 6.5 If during the final two (2) months of the Leased Period a new lease has not been signed, the landlord may enter the Premises between the hours of 8:00 AM and 8:00 PM to show the Premises to prospective tenants provided that, before entering, the landlord informs or makes reasonable effort to inform the Tenant of the intention to do so.
- 6.6 It is agreed that there is no representation, collateral agreement, or condition affecting this lease or the Premises or supported hereby other than expressed herein in writing.
- 6.7 This Lease shall be governed by, and construed in accordance with, the laws of the Province of Ontario.
- 6.8 The Landlord has caused this Lease to be executed on its behalf by its authorized agent, and the Tenant has agreed to this Lease with their signature below.

Signed in the presence of

SAMPLE

Authorized Agent

SAMPLE

Tenant

SAMPLE

Date

SAMPLE

Date

Schedule "A"
10 Bay Residence
McMaster University

RULES AND REGULATIONS

1.0 GENERAL

The following rules and regulations are in amplification of paragraph 4 of the Lease and applies to the Tenant, their agents, family, or guests whilst occupying or visiting an apartment in the Complex. Please read this document carefully before accepting your Lease as you are held responsible for complying with the terms and conditions outlined in Schedule "A", as part of your Lease and the actions, omissions and damage of those you are responsible for. Violations of these rules and regulations may result in disciplinary action under the Code of Student Rights and Responsibilities and/or Employee Labour Relations.

2.0 CONTINGENCIES

Every reasonable effort is made to provide the Tenant with accommodation and services that meet their needs within the confines of university housing. Facilities and services may become unavailable as a result of factors that are beyond the control of Housing & Conference Services and/or the university. Under such circumstances, the University reserves the right to make assignments, provide alternative arrangements or substitute services as the situation requires.

In the event of fire, lightning, or tempest rendering the assigned accommodation uninhabitable, the rents shall cease until the assigned accommodation is again made habitable. You agree that you will then be responsible for finding and paying for other accommodation until the assigned accommodation becomes habitable.

ELIGIBILITY

3.0 ELIGIBILITY

The Tenant named on the Lease will be the primary tenant and must meet the minimum requirements for eligibility at McMaster University throughout the Lease Period, they must live in the accommodation throughout the Lease Period and allowed renewals, and they must not accumulate debt on their Mosaic Account to maintain eligibility for residence.

- (a) If the Tenant will be away for any period longer than two weeks, you must notify Residence Admissions & Leasing Office prior to your departure to provide specific details regarding your planned date of return and contact information while you are away.
- (b) Any change in your university student or employment status may affect your eligibility to live at the Complex. If at any time you are not enrolled as a full-time University student or not employed by the University for any reason whatsoever, you must notify Residence Admissions & Leasing Office. If you are requested by the University to do so, you will vacate the apartment, together with any other occupant, no later than thirty (30) days after the termination of your status as a full-time student or employee at McMaster University.
- (c) If you are not enrolled full-time for an extenuating circumstance(s) beyond your control such as, but not limited to, maternity/parental leave, medical etc.), you must contact Residence Admissions & Leasing Office immediately with the nature of your situation and provide supporting documentation to verify your situation.
- (d) If you are a local (within GTHA) co-op term, you may remain in your apartment for the duration of the local co-op placement. If your co-op placement is not local, you must notify Residence Admissions & Leasing Office immediately, and you will be required to vacate your apartment, together with any other occupant, for the duration of your co-op placement. You will be required to provide supporting documentation to validate your co-op placement location. You will be required to submit a new residence application upon returning to McMaster University.
- (e) If you anticipate your graduation or program completion date will occur during the Lease Period, you are required to continue living in your apartment until the end of your lease term. Tenants who graduate and choose to move out early must follow sections 5.0 and 5.1, Termination of Lease, and will remain responsible for rent payments for the full lease period.

FAMILY ELIGIBILITY, FAMILY DEFINITION AND MAXIMUM OCCUPANCY

4.0 FAMILY APARTMENTS

10 Bay Apartments provides accommodations for tenant couples and/or tenants with families (spouse/children). Housing & Conference Services' definition of "family" follows the current definition of Census family under Statistics Canada from May 26, 2021, and the *Residential Tenancy Act*. This includes:

- a married couple and the children, if any, of either and/or both spouses.
 - a couple living common law (for at least one year) and the children, if any, of either and/or both partners; or
 - a parent of any marital status in a one-parent family with at least one child living in the same dwelling and that child or those children.
- (a) Children may be biological or adopted children regardless of their age or marital status as long as they live in the dwelling and do not have their own married spouse, common-law partner or child living in the dwelling.
- (b) Grandchildren living with their grandparent(s) but with no parents present also constitute a census family.
- (c) Tenants with families (spouse/child(ren)) of four will be given priority for two-bedroom units.

4.1 FAMILY MARITAL STATUS DOCUMENTATION

Documentation is required to verify your family status to be eligible for the Family Apartment.

Required documentation includes:

- (a) Marriage certificate for a married couple, plus proof that you are and will be living together, OR,
- (b) A sworn affidavit testifying that you have been in a common-law relationship for at least one year, and proof of either shared bank account, shared credit card, or shared utility bills, insurance policy or proof of engagement.
- (c) Lone parent must show proof of majority of custody of the child/children for a minimum of 50% of the time the child/children will be living with them which may include, but not limited to:
- i. Separation/divorce/custody papers
 - ii. Birth registration papers.
 - iii. Child support paperwork
- (d) Your child/children birth certificate(s) or medical document of baby's due date.
- (e) Proof of Visa documentation and flight itinerary in cases where family members are out of country to validate, they will be coming long-term to live with you. Please note this is not the approval letter from Immigration, Refugees, and Citizenship Canada (IRCC).
- (f) Failing to provide supporting documents to attest to your family status and that your family will be living with you on a full-time basis may result in your offer of 10 Bay Apartment being paused or revoked.
- (g) If there is a change in your family status such as, you are no longer a couple, no longer living together, death in the family, addition of a child, change in custody of a child, etc.), you must notify Residence Admissions & Leasing Office immediately and provide supporting documentation to attest to your situation. At the discretion of Housing & Conference Services, we may require the remaining resident(s) to move to another apartment or to vacate the Premises if eligibility requirements are not satisfied. Failing to notify as required may result in non-renewal or termination of the lease contract.
- (h) If the death of the family member is the Tenant and there are no other eligible individuals in the apartment for a lease transfer, the tenancy shall be deemed to be terminated 30 days, or within a reasonable date allowed by Housing & Conference Services, after the death of the Tenant.
- (i) The members of the Family occupying the Premises, other than the Tenant, are considered occupants and must follow the rules, regulations and Lease as though they are the Tenant. It is the Tenant's responsibility to ensure all occupants comply with the Lease, rules and regulations. The Landlord may enforce these against the Tenant, even if the occupants are the parties in violation, which could lead to the termination of the Lease and eviction of the Family.

4.2 MAXIMUM OCCUPANCY

All apartment types are leased to one or two tenants who are responsible for the terms and conditions of the lease including payment fees. All other sharers/occupants must meet the occupancy criteria as described below and must be registered by the Tenant in the application system. Families with child(ren) will be given priority for two-bedroom units.

- Studio – one tenant or couple
- One-Bedroom – one tenant or couple
- Two-Bedroom – two tenants or a family (spouse/child/children) of two, three, or four persons*

*A family of four persons or more must contact Residence Admissions & Leasing Office at resadmissions@mcmaster.ca to inquire about accommodations.

TERMS OF OCCUPANCY

5.0 TERMS OF LEASE

Tenants are reminded that they are bound by their lease for the full term specified. If a tenant attempts to break their lease by giving notice to vacate prior to the expiration of the initial period of tenancy, they are still responsible for paying rent until someone is found to assume the lease. A change in personal circumstances (i.e., academic, financial, etc.), will not be considered cause to release a person from their lease obligations.

5.1 TERMINATION OF LEASE

Unless granted an additional term of tenancy, the Tenant is required to vacate the Premises by 11:00 a.m. on the last day of the tenancy, as specified in the signed 10 Bay Residence McMaster University Fixed-Term Termination Lease and dated N11 form. Submission of the signed 10 Bay Residence McMaster University Fixed-Term Termination Lease Agreement, N11 form, and deposit constitutes a binding agreement between the Tenant and the Landlord.

As per section 7.0, if any tenant wishing to cancel their application **before** their scheduled move-in date, must notify the Residence Admissions & Leasing Office by completing the Cancellation Step on the online housing application portal. The date of cancellation received will determine the refund, if any, the tenant will receive.

If the Tenant moves in and decides to vacate the Premises before the end of the Lease Period, they may do so by providing 60 days' advance written notice of their move-out date to the Residence Admissions & Leasing Office. However, the Tenant remains financially responsible for the full Lease Period or until a new tenant moves into the Premises. If a new tenant moves in, the Tenant will not be responsible for rent from that date forward. The Tenant must allow the Landlord to attempt to re-rent the unit and to show it to prospective tenants.

5.2 RENEWING/EXTENDING THE LEASE

Tenants are able to renew a lease provided certain conditions are met and there was no rent payment or conduct issues during the period of the preceding lease AND at least one of the original tenants must be returning and are otherwise eligible. You will receive a reminder at least 90 days before your existing tenancy will end with a deadline to apply for a lease renewal for subsequent terms, but such application is not guaranteed based on previous occupancy. With the approval Housing & Conference Services and your faculty, a lease can be renewed for subsequent terms. If your renewal request is approved, you will be required to sign a new lease. Once the lease re-application/lease signing deadline has passed, any apartments for which a renewed leases have not been signed will be offered to other applicants.

5.3 INSURANCE

The University will not be liable, 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 Tenant shall carry appropriate and adequate liability insurance coverage for fire, injury, or damage caused by the Tenant, their families and/or guest(s), property damage and personal/public liability throughout their Lease Period and any renewals or extensions thereof, at their own expense, and such policies shall be written on a comprehensive basis. Tenants are required to provide proof of insurance. Unless you provide satisfactory proof of insurance to the University prior to move-in, you will be enrolled in a university residence insurance program and be required to pay the applicable rates set out by the program. Tenants and their families must also take positive steps to ensure their safety by locking room doors and ensuring that only authorized persons enter their building.

5.4 MOVING

- The Tenant will not damage any part of the Premises (and Complex) when moving furniture or other items in or out of the said Premises and agree to indemnify the Landlord for any expense incurred as a result of damage.

(b) **Moving In**

The Tenant agrees to move-in to the rented Premises at their assigned time or after 3:00 p.m. on the first day of tenancy. If the tenant wishes to move in outside of normal office hours, prior arrangements must be made with the Residence Admissions & Leasing Office. The use of elevators must be booked in advance.

(c) **Moving Out**

This tenancy is for a fixed term. In ALL cases it is the responsibility of the Tenant to notify the Residence Admissions & Leasing Office that they wish to be considered for a new tenancy. If such notification is not received prior to the prescribed date, the Premises will be assigned to new applicants.

The Tenant agrees to vacate the rented Premises and return all keys by 11:00 a.m. on or before the expiration or termination of their tenancy. In the event that the Tenant is moving out during non-office hours, keys must be labeled and returned to the building Service Desk. The Premises shall be left fit for occupancy by the new Tenant, clean, undamaged and with all furniture and refuse removed. All appliances will be left in clean and reasonable condition, inside and outside. Should the Landlord have to clean the apartment as a result of the Tenant's failure to comply with this clause, the Tenant shall pay all costs of cleaning and the costs arising out of any vacancies that are caused because of the necessity to leave the apartment vacant while it is cleaned and/or repaired. Anything remaining on the Premises after the end of the tenancy shall be deemed to be abandoned and disposed of after 48 hours. The Landlord is not liable for any property so disposed.

ROOM ASSIGNMENTS

6.0 REDUCE LOSS OF REVENUE

Housing & Conference Services has the responsibility to reduce losses of revenue by filling vacancies which may occur throughout the year. Tenants must be prepared to welcome a new roommate if a vacancy occurs. If vacancies remain unfilled, Housing & Conference Services may need to consolidate units to allow for new tenants to move-in. Housing & Conference Services will provide advance notice.

6.1 ROOM ASSIGNMENT RELOCATION

The Landlord reserves the right, in its sole discretion, to reassign the Tenant and if applicable, Tenant's family to another room and apartment in the Premises of the Complex at any time before or during the Lease Period, on a temporary or permanent basis, and to effect other steps as may be required or prudent to do so for health and safety or public health reasons or to maintain the safety, security and/or the well-being of the tenant and the University community, or if it determines that it is required to do so by law or government directive, including a directive or order from Ontario Public Health or local public health unit. The reassigned room and apartment shall be deemed to be the room and apartment for all purposes hereunder and the Tenant shall forthwith move to that other room and apartment.

The Tenant agrees to accept the Landlord's prerogative/responsibility to relocate the Tenant and if applicable, Tenant's family to an alternative room as deemed necessary due to factors that may include, but not limited to, roommate withdrawal or incompatibility, emergency situations, threats to personal safety, construction, repairs, renovations, unplanned business disruption, Acts of God, or to maximize occupancy.

6.2 SUBLETTING

The Tenant will not assign their Lease, sub-license, or sub-let the room or apartment or any part thereof to any other person or otherwise part with the possession or occupation of the room or the apartment, except according to the terms set forth and with the written approval of the Residence Admissions & Leasing Office. This includes licensing to short-stay guests, such as those elicited by websites such, but not limited to, Air BnB. The Tenant agrees and acknowledges that, if the Tenant is discovered to be permitting occupancy of the premises in a manner that is contrary to the Lease, their Lease is automatically forfeited and cancelled, and the University may lease the room to another resident forthwith, without notice to the Tenant.

Tenants who are living off campus for a minimum of 4 months to 6 months but wish to return to their rental apartment at later date may request to sublet their apartment while they are away. A **sublet** occurs when the Tenant (sublessor) moves out of the Premises, lets another person (subletter) live there for a period of time, but returns to live on the Premises before the Lease Period ends. In a sublet, the terms of the rental agreement and the landlord-tenant relationship do not change. This is not a lease and does not imply any contractual relationship between

Housing & Conference Services and another student or employee at McMaster University who sublets an apartment. A subletter’s contractual relationship is with the Tenant on the original lease who is solely responsible for the Premises. Housing & Conference Services will not issue keys to or accept payment directly from a subletter. The Tenant must provide written authorization to the Residence Admissions & Leasing Office for spare keys to be signed out by a subletter in the event of a lockout. Housing & Conference Services strongly recommends that tenants and their subletter have a written contract in place. Housing & Conference Services reserve the right to refuse a request to sublet if the potential subletter does not meet housing eligibility requirements. Subletters who are **not** a McMaster University undergraduate or graduate student, or faculty/staff member will automatically be denied from subletting the Premises. Sublet terms are typically approved at 4 months to 6 months in duration. Persons that sublet who wish to become tenants must complete the residence application and may or may not be offered a lease. If they are not selected, they will need to move out at the end of the sublet term. Their application is treated as all other external applications.

CANCELLATION, NO SHOW OR TERMINATION OF OCCUPANCY

7.0 CANCELLATION PRIOR TO OCCUPANCY

Any tenant who submits a complete and accurate residence application, pays the deposit, and whose name is on the 10 Bay Residence McMaster University Fixed-Term Termination Lease Agreement, is defined as being “in residence.” If any tenant wants to cancel their application, before their scheduled move-in date, they must notify the Residence Admissions & Leasing Office by completing the Cancellation Step on the online housing application. The date of cancellation received will impact what refund, if any, a tenant will receive.

Lease Start Date	Date of Cancellation Received	Applicable Refund and Fees
September 1	On or before August 1	50% deposit refund, no rent fees owing.
	After August 1	No deposit refund, no rent fees owing.
October 1	On or before September 1	50% deposit refund, no rent fees owing.
	After September 1	No deposit refund, no rent fees owing.
November 1	On or before October 1	50% deposit refund, no rent fees owing.
	After October 1	No deposit refund, no rent fees owing.
December 1	On or before November 1	50% deposit refund, no rent fees owing.
	After November 1	No deposit refund, no rent fees owing.
January 1	On or before December 1	50% deposit refund, no rent fees owing.
	After December 1	No deposit refund, no rent fees owing.
February 1	On or before January 1	50% deposit refund, no rent fees owing.
	After January 1	No deposit refund, no rent fees owing.
March 1	On or before February 1	50% deposit refund, no rent fees owing.
	After February 1	No deposit refund, no rent fees owing.
April 1	On or before March 1	50% deposit refund, no rent fees owing.
	After March 1	No deposit refund, no rent fees owing.
May 1	On or before April 1	50% deposit refund, no rent fees owing.
	After April 1	No deposit refund, no rent fees owing.
June 1	On or before May 1	50% deposit refund, no rent fees owing.
	After May 1	No deposit refund, no rent fees owing.
July 1	On or before June 1	50% deposit refund, no rent fees owing.
	After June 1	No deposit refund, no rent fees owing.
August 1	On or before July 1	50% deposit refund, no rent fees owing.
	After July 1	No deposit refund, no rent fees owing.

A forfeited residence deposit may not be applied to other outstanding university accounts or transferred to the residence account of another person.

7.1 EARLY TERMINATION OF LEASE

(a) The Tenant agrees and acknowledges that:

(i) if the Tenant's status changes (e.g., revoked), the Tenant will remain financially responsible for the Lease Period until a new tenant assumes the lease, at the discretion of the Landlord. As per section 5.0 and 5.1, should the Tenant wish to move out before the end of the Lease Period, they may do so by providing 60 days' advance written notice of their move-out date to the Residence Admissions & Leasing Office. However, the Tenant remains financially responsible for the full Lease Period or until a new tenant moves into the Premises. If a new tenant moves in, the Tenant will not be responsible for rent from that date forward. The Tenant must allow the Landlord to attempt to re-rent the unit and to show it to prospective tenants.

(ii) As per section 3.0(e), if the Tenant anticipates their graduation or program completion will occur during the Lease Period, they are eligible to continue living in the Premises until the end of the lease term or move out early. Tenants who choose to move out early, must provide at least thirty (30) days' advanced written notice to vacate the Premises and the Complex, along with any other occupant(s). The proposed move-out date must be on the last day of a calendar month. Tenants are required to notify Residence Admissions & Leasing Office immediately of a change in their status and provide supporting documentation (e.g., graduation program completion from their faculty) to confirm their status. Tenants approved for early move-out due to graduation will not be held liable for rent payment following their scheduled move-out date.

7.2 NO SHOW AND ABANDONMENT OF UNIT

If the Tenant does not take possession of and occupy the room within three (3) days of the occupancy start date, the deposit, and this Lease are automatically forfeited and cancelled, and the University may lease the Premises to another tenant forthwith, without notice to the Tenant.

The Tenant acknowledges that the premises may be deemed abandoned where the Tenant has, in the sole opinion of Housing & Conference Services, vacated the Premises and failed to respond to a Notice of Abandonment sent within ten (10) business days of the Notice of Abandonment being posted on the door to the room and/or apartment. Abandonment is the grounds for termination of this Lease and the Tenant's rights hereunder. If deemed abandoned, the Tenant shall be liable for the room/apartment fees set out in Section 8.0 with the date of 60 days after the posting of the Notice of Abandonment being considered the termination of occupancy.

RESIDENCE FEES

8.0 TOTAL FEES

The Tenant agrees and acknowledges that by accepting an Offer of Residence at 10 Bay Residence the Tenant is committed to staying for the full lease occupancy period (subject to the terms of this agreement). The Tenant further agrees to pay fee(s) corresponding to their assigned room and related suite for the entire tenancy period, and other fees and/or deposits as outlined in the "Lease".

FACILITIES

9.0 ALTERATIONS

The Tenant may not alter, undertake additions, paint or wallpaper the apartment. The Tenant will be held financially responsible for any extra costs necessary to restore an apartment to standard condition.

9.1 APPLIANCES

The Tenant shall not install any appliance which may be connected with the heating, electrical and/or plumbing system without written consent of the Landlord. For example, but not limited to, no washer/dryer/dishwasher, bidet, or waterbed.

9.2 BARBECUES

Due to fire regulations, the storage of propane barbecues and/or use of barbecues in apartments is prohibited. When barbecues are used on the land on or adjacent to the Complex, the user should ensure that the smoke or odour emitted does not disturb others and that the cinders and waste are properly and safely disposed of.

9.3 DAMAGES

The Tenant will be held responsible for all damages and breakage incurred as a result of their occupancy and will be

charged for the repair and/or replacement of the items involved. Some of the items to which special attention should be called are:

(a) **Kitchen Counter Tops**

These are made of Formica, are heat resistant and will burn or scorch if hot utensils are placed directly on them.

(b) **Plumbing**

Foreign objects such as combs, toothbrushes, sanitary napkins, etc. must not be flushed down the toilet.

(c) **Window Screens**

The frames of these are easily damaged and must not be removed by the Tenant.

(d) **Refrigerator/Freezer**

The freezer is made of soft metal and can be seriously damaged if frost is scraped off using any instrument.

(e) **Fire Alarm System**

Tenants are reminded to exercise caution when cooking. All costs associated with any false alarm, including those caused by cooking, will be charged back to the Tenant(s) responsible.

9.4 WINDOW COVERING(S)

Window covering(s) provided by the Landlord will not be removed from windows. Charges may apply for removal or damage to the window covering(s).

9.5 PERSONAL FRIDGES

The Tenant is not permitted to bring personal refrigerators into the Premises. If the Tenant would like to have a small or large bar fridge in their Premises they will need to make arrangements with the University's contractor for rental.

9.6 GARBAGE

All garbage is to be tightly wrapped in a plastic bag and placed in the appropriate garbage site provided and located in the Complex. Large items for removal should be placed beside the garbage bin for pick up.

(a) **Recycling**

Recycling materials should be sorted in the appropriate bins located in the recycling sheds in the Complex. Any recycling blue box provided is the property of McMaster University, Housing & Conference Services and should be maintained while living on the Premises and left in the apartment at move out.

9.7 LAUNDRY

The use of the laundry facilities including washing machines and dryers within the Complex shall be subject to the rules and regulations provided by the Landlord. The security of a Tenant's items is their responsibility. The Landlord is not responsible for items lost, stolen or damaged while using the laundry facilities.

9.8 LOCKS & KEYS

The Tenant shall not alter or add to the locking system on any door. Only the main apartment door is equipped with an electronic access option. Two-bedroom apartment bedroom doors are equipped with a key-lock. Keys and access cards cannot be transferred, loaned or duplicated. Tenants with approved family members/occupants can sign out a spare key/access card at the building Service Desk. You will be asked for identification to confirm your residency. For security reasons, spare keys will only be issued to registered tenants, approved family members/occupants, including children over the age of 12 years old. Tenants and/or family members/occupants, who lose or do not return their keys and access card(s) at the end of the lease will be charged a minimum of \$160 for the required lock changes and a minimum of \$25 for each replacement key and access card. Any other door within the apartment requiring a key that has been installed without authorization should be reported to the building Service Desk immediately.

9.9 LOCKOUTS

The Tenant can sign out a temporary lockout access card and/or key for Premises from the Complex Service Desk. You will be asked for identification to confirm your residency. For security reasons, keys will only be issued to registered tenants, approved family members/occupants, including children over the age of 12 years old.

9.10 PARKING

(a) If the Tenant wishes to park their vehicle in the Complex parking lots must make an application through

Security and Parking Services. Only one permit per Premises will be issued to a vehicle registered in the name of the Tenant. Additional parking permits can be purchased for a fee equivalent to the current Parking Services perimeter rate, or at a rate determined by Housing. McMaster University will request proof of vehicle ownership/registration, a valid driver's license and proof of insurance. The parking pass will be issued for PERSONAL USE ONLY. This pass is to be displayed on the inside lower driver's side portion of the windshield or hung on the rear-view mirror. It must be visible at all times. Automobiles, motorcycles, and scooters must be parked in the lot to which they are assigned. Each Tenant is subject to the parking rules and regulations of McMaster University's Security and Parking Services and the Complex.

- (b) Should the Tenant permit or suffer any vehicle to be parked in a location other than the allotted parking area, or should any such automobile remain in the allotted parking area for such a period of time that the Landlord, agent or employee believes that the said automobile has been abandoned, the Landlord shall be entitled to remove the said automobile from the property of the Landlord at the Tenant's risk and expense. A vehicle left in the parking lot seven days after the Tenant's lease expires will be considered abandoned and will be treated as such per the Lease.
- (c) Neither the Landlord, their employees, nor agents will be liable for any loss or damage to the vehicle, or the contents of the vehicle howsoever caused.
- (d) The Landlord has the right to remove, at the owner's risk and expense, all or any vehicles that are inoperable, not bearing the appropriate Complex parking permit, or not bearing valid license permits as issued by a duly authorized governmental agency. No action will lie against the Landlord for the removal of the said vehicle.
- (e) The Tenant will pay the Landlord for any expense incurred in removing and storing or otherwise disposing of the said vehicle.
- (f) No repairs are to be carried out on any vehicle with the exception of minor emergency repairs, subject to the consent of the Landlord in writing.
- (g) If upon notice from the Landlord a Tenant fails to remove their vehicle from a parking lot while the Landlord carries out snow removal, maintenance and repair of the lot, etc., the vehicle will be removed at the Tenant's risk and the Tenant will pay the Landlord for any expense incurred in removing and storing the said vehicle.
- (h) The parking area allotted to the Tenant by the Landlord may only be used for the purpose of parking a single vehicle. Storage in the parking area is prohibited.
- (i) Temporary visitor permits are available during business hours (standard fees/rates may apply).

9.11 PERSONAL PROPERTY

All personal property placed in the Tenant's Premises storage or other area as permitted by the Landlord, including motor vehicles and bicycles will be at the risk of the owner of such property and the Landlord shall not be responsible for any loss, damage or theft occurring to the same. The Tenant is advised to carry suitable insurance.

9.12 PEST CONTROL POLICY

Residential buildings are occasionally subject to pest outbreaks, including but not limited to bedbugs, rodents and insects. If a pest outbreak is suspected, residents are required to immediately contact the building Service Desk or request a work order through the work order process so an inspection can be arranged. Failure to notify or take immediate action regarding maintenance and pest control issues may result in the Tenant being charged for damages, repairs, and services. If the presence of pests is confirmed, the Tenant will be required to actively participate in the treatment by following the directives of the University and/or professional Pest Control service providers. This may include room preparation, clothes laundering, and leaving the premises for a period of time. To reduce the likelihood of spreading pests to unaffected areas, Tenants will typically not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.

9.13 PUBLIC AREAS

The stairways and halls and all other common areas designated as such must be clear of the Tenant's belongings: i.e., overshoes, boot trays, bicycles, cartons, etc., at all times. This is a fire regulation.

9.14 SAFETY

The Tenant will not do, bring or keep anything on the Premises, or permit or suffer such an act, which will either create a risk of fire or increase the rate of fire insurance on the building or contents, or cause a safety hazard to the occupants of the building. This includes any Hazardous materials, i.e., propane cylinders, gasoline, chemicals, etc.

9.15 SIGNS

No signs, advertisements or notices will be posted or inscribed on any part of the building other than on the designated notice boards, subject to the approval of the Landlord.

9.16 SMOKE DETECTORS

The Tenant is responsible for monthly testing of the smoke detectors in their apartment. Smoke alarms which malfunction or are inoperable must be reported immediately to the building Service Desk or by submitting an online work order request. Any tampering or disconnecting of the smoke detectors and/or fire alarm system could mean immediate termination of the lease for the Tenant and/or criminal charges.

9.17 SMOKING

The McMaster University's Tobacco and Smoke Free University Policy (<https://secretariat.mcmaster.ca/app/uploads/2019/06/Tobacco-Smoke-Free-University-Policy.pdf>) applies to all Tenants and this is considered an amplification of that policy. Due to the known health risks of exposure to second-hand smoke, increased risk of fire, increased maintenance costs:

- (a) The Tenant, resident, guest, business invitee or visitor shall not be permitted to smoke cigarettes, cigars, or any similar products whose use generates smoke within the Premises or Complex. This prohibition includes all residential units within the Complex, all balconies and patios, enclosed common areas, rooftop patios, as well as outside within 9 meters of doorways, operable windows, and air intakes.
 - (i) "Smoking" shall include the inhaling, exhaling, burning, or carrying of any tobacco or similar product whose use generates smoke and the use of an Electronic Cigarette
 - (ii) "Electronic Cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
 - (iii) "Business invitee" shall include, but is not limited to any contractor, agent, household worker, or other person hired by the tenant or resident to provide a service, or product to the tenant or resident.
- (b) Tenant shall inform Tenant's guests, invitees, visitors, and Business Invitees of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Premises from sources outside of the Tenant's Premises.
- (c) Tenant acknowledges that Landlord's adoption of a no-smoking policy, and the efforts to designate and/or enforce the Complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of a smoke-free Premises and building or Complex. However, Landlord shall take reasonable steps to enforce the no-smoking terms of its leases. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written or electronic notice by a tenant.
- (d) Tenant agrees that the other tenants at the Complex are the third-party beneficiaries of Tenant's no-smoking policy agreement with Landlord. The Tenant acknowledges that the Tenant's obligations and commitments in regard to this policy are made to and may be enforced by the other tenants in the Complex in addition to the Landlord. Any action between tenants herein shall not create a presumption that the Landlord breached this no-smoking policy. Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the Complex as smoke-free do not in any way change the standard of care that the Landlord or its agents would have to a Tenant to render Complex and the Premises designated as smoke-free any safer, more hospitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Complex, common areas or Tenant's Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises or common areas will be free from second-hand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by the tenants and the tenants' guests and other occupants of the Complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other Landlord obligation under this lease.

9.18 REPAIRS AND/OR MAINTENANCE

Any requests for repairs/maintenance by the Tenant shall be made through the Housing & Conference Services work order process and must be completed by the Tenant. Upon submission of a work order for a Tenant's suite, the Tenant acknowledges and authorizes a member of the McMaster team to access their suite, even in their absence (unless specified otherwise in the notes section of the Work Order form), potentially within 24-hour timeframe, and without requiring additional notice. Except in the case of an emergency or unless the Tenant otherwise consents at the time of entry, the Landlord may, on 24-hours written notice to the Tenant, enter the Premises between 8:00 a.m. and 8:00 p.m. to carry out repairs and/or maintenance.

9.19 WINDOWS

No awnings, shades, arials, or other items will be erected over or placed outside the windows, or doors. No objects whatsoever will be allowed to be dropped, thrown, propelled or projected from the Premises and no Tenant will permit or suffer such an act.

THE EXPECTATIONS OF TENANTS, APPROVED FAMILY MEMBERS, AND/OR GUEST(S)

The Premise and the Complex is a unique and inter-connected community owned and operated by McMaster University. As a Tenant living at 10 Bay Residence, there are additional responsibilities you agree to uphold by signing the lease agreement.

By living at 10 Bay Residence, you agree to:

10.1 COMMUNITY STANDARDS

- Avoid creating significant nuisances for, or infringe on, a resident's peaceful use of their room/space (e.g. excessive noise, indoor sporting activity, pranks, etc.).
- Take reasonable steps to prevent a problem situation from occurring or, if it occurs, to prevent it from escalating to a more serious level.
- Refrain from possessing prohibited items as defined herein this lease agreement, Residence Conduct and Prohibited Items.

10.2 POLICY

- Abide by University policies, procedures, or protocols (e.g. guest/escort protocol, decorating protocol, bookable space protocol, advertising protocol, etc.).

10.3 PERSONAL AND COMMUNITY SAFETY

- Refrain from actions that compromise fire safety standards (e.g. propping doors, lighting candles, smoking inside, failing to evacuate, tampering with fire safety equipment, causing a false alarm, etc.).
- Refrain from actions that compromise the safety of an individual(s) (e.g. tampering with building systems, fabricating, or building structures, accessing restricted areas, etc.) or are considered unsafe practices by Housing and Conference Services.
- Refrain from actions that compromise the safety of the University community (e.g. loaning keys, fraudulently gaining entry to a building, misusing identification, etc.).

10.4 SUBSTANCE USE STANDARDS

- Abide by this lease agreement, Residence Conduct and Prohibited Items, and Regulations and the Liquor License Act, including refraining from underage consumption/service, excessive consumption/ public intoxication, open alcohol in a public space, drinking games, or alcohol practices considered unsafe by Housing and Conference Services.
- Refrain from the possession, use, sale or being under the influence of illegal drugs (including drug traces, paraphernalia, and smell) and/or use of medication for purposes other than for those that they were prescribed.

RESIDENCE CONDUCT

11.0 ALCOHOL

Residents must abide by Alcohol Regulations and the Liquor Licence Act, including refraining from underage consumption/service, excessive consumption/public intoxication, open alcohol in a public space, drinking games, or

alcohol practices considered unsafe by the Landlord. Alcohol Regulations define the restrictions regarding alcohol use in Residence. The regulations include, but are not limited to:

- Any activity (e.g., drinking games) that requires alcohol consumption in order to participate, or has intoxication as its main goal or its inevitable end is not allowed.
- Possession of large amounts of alcohol (e.g., kegs) is prohibited.
- When carrying or transporting any container of alcohol outside of a residence room/floor common lounge, the container must be closed/capped.
- Consumption of alcohol by individuals under 19 years of age is prohibited.
- Sale and/or service of alcohol to individuals under 19 years of age is prohibited.
- Excessive consumption of alcohol at any age is prohibited.
- No resident or their guests are allowed to consume or have open alcohol in hallways, stairwells, elevators, bathrooms, study rooms, games rooms, gym, laundry rooms, outdoor rooftop park, etc.
- No resident or their guests are allowed to consume or have open alcohol in building common rooms without event-based written permission from Housing & Conference Services.
- No resident or their guests are allowed to congregate in the halls with open and/or closed alcohol.
- Unsafe practices related to alcohol* whereby problems of misuse and over-consumption occur are not allowed.

*Housing and Conference services reserves the right to define unsafe practices.

11.1 DRUGS

Residents are to refrain from the possession, use, sale or being under the influence of illegal drugs (including drug traces, paraphernalia, and smell) and/or use of medication for purposes other than for those that they were prescribed.

The Cannabis Regulations define the restrictions regarding cannabis use in Residence. These regulations are in effect as of October 17, 2018, or as the Cannabis Act, Bill C-45 came into force; whichever date is earlier. The regulations include, but are not limited to:

- In accordance with provincial legislation, individuals must be at least 19 years of age to possess and consume cannabis and may possess a limit of 30 grams (about one ounce) of dried cannabis, or its equivalent in other forms.
- Cannabis and equipment must be stored in a container with clear labels and kept in your individual space.
- Home cultivation and growing of cannabis is not permitted in residence or anywhere in the Complex.
- Possession and consumption of cannabis by individuals under 19 years of age is prohibited.
- Sale and/or service of cannabis to individuals under 19 years of age is prohibited.
- Tenants are not permitted to have purchases from the Ontario Cannabis Store (OCS) and other suppliers shipped to their residence mailing address. These will be returned to sender.
- Individuals are not permitted to smoke cannabis in any University owned or leased building or on university property, as per McMaster University's Tobacco & Smoke Free University Policy. The use of the term "consume" in the Residence Cannabis Regulations does not include the smoking of recreational cannabis.
- It is permitted to consume pre-made edible cannabis products, but it is not permitted to cook, bake, or otherwise create cannabis products for consumption in residence.
- No tenant, their families and/or their guest(s) are allowed to congregate in the halls with cannabis.
- When carrying or transporting any cannabis outside of a residence room/floor common lounge, it must be in a closed container.
- No resident or their guests are allowed to possess or consume cannabis in hallways, stairwells, elevators, bathrooms, study rooms, games rooms, gym, laundry rooms and/or building common rooms, rooftop patio etc or anywhere on the Complex property or parking facilities.
- Tenants, families and guest(s) in 10 Bay Apartments who are 19 years of age and older are only permitted to possess or consume cannabis in the Premises. they may not possess or consume cannabis in the floor common rooms, lounges, study rooms and/or games rooms as these are deemed to be public spaces on the Premises in the Complex.
- Excessive consumption of cannabis at any age is prohibited.

- Any activity (e.g., games) that requires cannabis consumption in order to participate or has impairment as its main goal or its inevitable end is not allowed.
- Unsafe practices** related to cannabis whereby problems of misuse and over-consumption occur are not allowed.

The expectations listed above apply to both medical and recreational cannabis. Where someone under the age of 19 requires the use of medical cannabis they are required to submit a Residence Accommodation Request.

**Housing and Conference services reserves the right to define unsafe practices.

11.2 NOISE

The Tenant is expected to respect the rights of other tenants and to help maintain an atmosphere conducive to study. In particular, noise should be kept to a minimum 24 hours a day and follow the [noise bylaws](#) of the Municipal Corporation of the City of Hamilton for no excessive noise between 11:00 p.m. to 7:00 a.m. The Tenant will not cause, permit, or suffer any noise or interference by any instrument or other object which, in the opinion of the Landlord, is disturbing the comfort of the other tenants.

11.3 SALES & COMMERCIAL ACTIVITY

Yard sales are not permitted in the Complex. The Tenant is not permitted to engage in any commercial activity or participating in/and/or running an illegal gaming or gambling operations is not permitted in the Complex.

PROHIBITED ITEMS

12.0 PETS

Tenants are prohibited from having pets or animals of any kind, including fish, in the Premises in the Complex. Special permission for approved service animals will be granted by Housing and Conference Services staff as defined by McMaster University policy (<https://hr.mcmaster.ca/app/uploads/2019/01/RMM-409-Domestic-Animals-in-the-Workplace-Program-February2016.pdf>).

12.1 PROHIBITED ITEMS

The Tenant expressly agrees that they will not directly or indirectly cause or fail to take reasonable steps which may prevent a breach of the CSRR. These include, but are not limited to damage, vandalism, theft, possession of university or personal property that is not one's own, commission of a criminal offence or willful destruction to property within the residence, to the residence structure and/or to the grounds surrounding residence, removing and/or misusing any University property. Prohibited items include but are not limited to possession or use of any weapon, explosive, pyrotechnic, substance, or firearm, including toy replicas.

Prohibited items in Residence include, but are not limited to:

- Weapons (including toy replicas)
- Explosives and Pyrotechnic substances (e.g., fireworks)
- Firearms (including toy replicas)
- Halogen Lamps (or those requiring combustible fuel)
- Lit candles or incense
- No open flames allowed

GENERAL

13.0 DOCUMENTS

The Tenant is required to submit documentation related to the application and allocation process and matters related to living on the Premises by specific deadlines outlined by Housing and Conference Services. Deadlines are in place to ensure adequate time for review, assessment, and execution of business processes. These documents include but are not limited to requests for: Residence Accommodation need(s), early/late arrival, co-op documentation, change in admission status etc.). All documents submitted after the specified deadline will be subject to a \$55 late documents fee and may not be approved.

13.1 CHANGES TO AGREEMENT

The Tenant agrees that changes may not be made to the terms of this Lease without the prior written permission of

the Residence Admissions & Leasing Office. The University will make every reasonable effort to modify the policies and procedures of the Complex from time to time to meet the special circumstances and needs of all tenants.

13.2 APPLICATION OF THE RESIDENTIAL TENANCIES ACT

In view of the nature of the living accommodation, and the arrangements under which it is administered, the Residential Tenancies Act, 2006 does not apply by virtue of subsection 5(g) of the Act.

13.3 COMMUNICATION

Communications from Housing & Conference Services will only be sent to the Tenant's active McMaster email account as registered on McMaster University systems such as, but not limited to: Slate, StarRez, Mosaic etc., as of the Tenant's application start date. Official communication will only be delivered via McMaster email. The Tenant is responsible for ensuring that all University electronic message communication sent is received and read. Housing & Conference Services communicates collectively with Tenants using websites, and other channels as appropriate.

13.4 GENERAL

The laws of Canada, the laws of Ontario, the bylaws of the Municipal Corporation of the City of Hamilton and the rules and regulations of this Lease, McMaster University and McMaster University Code of Student Rights and Responsibilities (CSRR), and Employment related laws, shall be observed by the Tenant, their families, visitors, guests, subletters, clerks, and agents. Tenants are reminded that any breach of their obligations under this Lease may be dealt with under McMaster University policies and procedures, in addition to any other remedies. Policies and regulations specifically prohibit tampering with fire equipment, the illegal use, possession or distribution of controlled substances, and the possession, storage or use of firearms, explosives, other weapons, or flammable solvents on campus. The Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, security, care, and cleanliness of the Premises and for the preservation of good order therein and the same shall be kept and observed by the Tenant, their families, visitors, guests, clerks, and agents.

The Tenant is expected to act in a responsible manner so as not to compromise their own safety or endanger the health and safety of others. The University reserves the right to determine what constitutes unsafe or unhygienic practices. These include but are not limited to, tampering with fixtures, building systems (including the wiring and fire prevention controls), fabricating, or building structures, or impeding any means of egress from the building. Students may refer to the Code of Student Rights and Responsibilities on-line at <https://sscm.mcmaster.ca/the-code/>.

13.5 COMMUNICABLE DISEASES/PANEMIC RELATED: ASSUMPTION OF RISK & WAIVER

The Tenant confirms that they are fully aware that living in the Premises and Complex and receiving the services from the University related to the Lease carries inherent risks related to communicable diseases and their transmission, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks. The Tenant understands that the extent of such risks is not fully known and that they include but are not limited to:

- coming into close contact with individuals that may carry and transmit a communicable disease to the Tenant.
- coming into contact with objects that may carry and transmit a communicable disease to the Tenant.
- transmitting a communicable disease to other individuals.

The Tenant confirms that, by choosing to live in the Premises in the Complex of 10 Bay Apartments and receive the services of related to this Lease they have voluntarily undertaken to assume all risk of personal injury, sickness, death, expenses, or other losses that the Tenant may suffer as a result, directly or indirectly, of a communicable disease, the exact nature and extent of which are not currently ascertainable or knowable given the uncertain nature of communicable diseases. Therefore, the Tenant, in consideration of being permitted to live in the Premises and the Complex and receive the services related to this Lease, 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, McMaster University 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 Tenant may incur directly or indirectly, now or in the future, that are in any way related a communicable disease and the Tenant's living in or receiving the services related to the Leases. The Tenant acknowledges that this waiver, release, discharge, and undertaking shall be binding on their heirs, executors,

administrators, representatives, successors and permitted assigns. The Tenant understands and acknowledges that this paragraph means they are giving up legal rights and/or remedies that may otherwise be available to them.

The Tenant acknowledges that the University 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 of a communicable disease and/or transmission of a communicable in the Premises and the Complex. The Tenant warrants that they will comply with all such rules, procedures, and protocols. The Tenant understands and agrees that failure to do so may result in the Tenant being required to vacate the Premises and the Complex.

ACCOMMODATION SUPPORTS

If you have an accommodation need, including alternative formats or communication supports, please e-mail the Residence Admissions & Leasing Office at resadmissions@mcmaster.ca or call (905) 525-9140 ext. 24342 to make the appropriate arrangements.

SAMPLE