

Terms and Conditions for Concordia University Summer Accommodation

This is a contract between you and Concordia. By making a reservation request, you agree that you understand and that you will adhere to the following terms and conditions:

1) Definitions

- 1.1) **“Agreement”** means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement.
- 1.2) **“Concordia”** means Concordia University, a corporation duly incorporated by the Concordia University Act, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69., having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8.
- 1.3) **“Business Day”** and **“Business Days”** means any day other than Saturday, Sunday or statutory holidays in the Province of Quebec, Canada.
- 1.4) **“Claims”** means any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative or any other proceeding.
- 1.5) **“Damages”** means, in respect of any Claims or matter, all losses, damages of any nature whatsoever (including without limitation injuries to persons, loss of life, loss or damage to property), liabilities, deficiencies, costs and expenses arising as a consequence of such Claims or matter.
- 1.6) **“guest”** or **“guests”** means an individual or group of individuals for whom one or more Room(s) in Residence has been reserved by you.
- 1.7) **“Residence”** means the building owned by Concordia in which the Room(s) that you are requesting to reserve are located, in Montreal, Quebec, Canada, and which is used as a residence for Concordia students during the academic year.
- 1.8) **“Room(s)”** means the room or rooms in Residence which you are requesting to reserve.

2) Accommodations

- 2.1) This Agreement applies to the rental by Concordia to you of the Room(s) located in the Concordia Residence, during the summer period for the dates requested by you in your Summer Reservation Request Form or via the “Book Now” website on the Concordia Summer Accommodation website, once such request has been approved by Concordia.
- 2.2) You acknowledge and agree that the Room(s) are student residences and that Concordia is an educational institution and by renting the Room(s) for the summer period only, you are not entitled to maintain occupancy.
- 2.3) Included amenities are only those listed at <http://vpsservices.concordia.ca/summerhousing/>.

3) Reservation

- 3.1) In order to request a reservation, you must do one of the following:
 - i) complete the Summer Reservation Request Form available at <http://vpsservices.concordia.ca/summerhousing> under the “room rates & reservations” tab and submit it in the manner stipulated on such form. In addition, you must provide Concordia with a valid Visa, MasterCard or American Express credit card number, expiry date and the name written on such card (the **“Credit Card”**).
 - ii) complete an online request by using the online reservation tool, which can be accessed by clicking on [“Book Now”](#) on the Concordia Summer Accommodation site, and submitting all required information. In addition, you must provide Concordia with a valid Credit Card.

- 3.2) Submitting a reservation request per Section 3.1 constitutes an offer by you to rent the Room(s) in exchange for the daily rate listed.
- 3.3) Concordia's acceptance of your reservation request will be confirmed in writing. Until you receive such confirmation in writing, no Room(s) are reserved. . The written confirmation of Concordia's acceptance constitutes proof of Concordia's acceptance of your offer.
- 3.4) The full amount due for the Room(s) for the duration of your stay is due at check-in, prior to you being provided access to the Room(s).
- 3.5) Upon check-in, you will be provided with an access card(s) to the Residence and a key(s) to your Room(s). Should such access card(s) and/or key(s) not be returned to Concordia at the time that you check out of Residence, the Credit Card shall be immediately charged a fee per lost access card and per lost key, as such fees are posted at the Residence reception counter.
- 3.6) Any additional charges to the Room(s) incurred after check-in shall be invoiced as follows:
 - i) If your stay is between one (1) and thirty (30) nights, additional charges will be charged to the Credit Card when you check out of the Room(s). Such additional charges are due and payable immediately;
 - ii) If your stay is more than thirty (30) nights, additional charges will be charged to the Credit Card on a monthly basis and when you check out of the Room(s). Such additional charges are due and payable when charged.
- 3.7) **Without further notice, failing the payment of the amount due for the duration of the stay by or at the time that such becomes due hereunder, Concordia can, without notice, under reserve of its other rights and recourses hereunder or at law:**
 - i) **prevent you and/or your guests from entering or accessing the Residence;**
 - ii) **cancel the reservation for the Room(s); and/or**
 - iii) **rent the Room(s) to third parties.**

4) Modification of Reservation and Cancellations

- 4.1) Any modifications to a reservation made by you must be mutually agreed to in writing by you and Concordia.
- 4.2) Any cancellation to a reservation must be made in writing to Concordia. In all cases, you forfeit any sums paid, which will be retained by Concordia.
- 4.3) Where a Room(s) are reserved and such reservation is cancelled less than forty-eight (48) hours prior to your reserved arrival date:
 - i) You forfeit any amounts paid for the Room(s) affected by such cancellation; and
 - ii) the Credit Card will be immediately charged for the entire stay for all Room(s) reserved for which the Room(s) for which you cancelled your reservation was/were reserved.
- 4.4) If you fail to claim your reservation on your reserved arrival date, such reservation shall be held to have been cancelled with less than forty-eight (48) hours notice, and the penalties contemplated in the Section 4.3 shall apply and shall be charged to the Credit Card.

5) Concordia Policies

- 5.1) You warrant that you are at least eighteen (18) years of age. All bookings are personal to you and may not be sold, assigned or otherwise transferred.
- 5.2) Minors must share Room(s) with a parent or legal guardian.
- 5.3) You acknowledge and agree that Concordia is not responsible for minors staying in Residence.
- 5.4) You and your guests shall comply with all Concordia University policies and with any regulations, procedures and/or amendments thereto that are posted at <http://vpexternalsecgen.concordia.ca/policies/> as well as those that may be communicated to you and/or your guests from time to time. You agree and undertake to inform your guests of all

of Concordia's other policies that are communicated to you from time to time. Without limiting the generality of the foregoing, you and your guests shall comply with the following:

- i) Smoke-Free Environment - Smoking is not permitted anywhere in Residence, within buildings owned by Concordia or within nine (9) metres of any entrance to a Concordia building.
- ii) You and your guests agree to abide by all fire and safety regulations of the Residence as communicated by Concordia to you and/or your guests, from time to time and you will so instruct your staff, employees, representatives and all others in your service and your guests.
- iii) It is understood and agreed by you that other activities may be conducted on the Concordia property and campus by Concordia, including the Residence, or by other organizations during the dates where you and/or your guests shall be staying in Residence. It is further understood and agreed that you, your representatives and your guests shall be courteous to Concordia's other guests, visitors, invitees, students and staff and that no aggressive, dangerous or offensive behaviour will be tolerated.
- iv) You are responsible for providing complete and accurate information to be used by Concordia to reserve the Room(s).
- v) You are responsible for your guests adhering to all of Concordia's policies and other rules and regulations applicable to the Residence, as amended from time to time, a copy of which is annexed hereto as Schedule A or as may be communicated to you from time to time. Failure to comply with such policies, rules and regulations and the terms and conditions herein may result in, at Concordia's sole discretion, and without limiting Concordia's recourses hereunder or at law, in the revocation of the privileges to use the Residence, without reimbursement of any sums paid by you and/or your guests.

6) Liability and Indemnification

- 6.1) Concordia shall not be liable for any Damages arising from or out of any use, event, occurrence in, upon, at or relating (directly or indirectly) to the Room(s) or Residence and/or Concordia's property, or Damages to property of your or your guests or of others located in the Room(s) or in the Residence or on Concordia's property, from any cause whatsoever, whether or not such Damages results from any and all fault or negligence of Concordia, its agents, servants and employees or other persons for whom it may in law be responsible. Without limiting the generality of the foregoing and, notwithstanding any provision of the Civil Code to the contrary, Concordia shall not be liable for the damages caused by any act or omission of any other occupant or user of the Residence or of Concordia's property, or by occupants or users of premises or property adjacent thereto or by the public, or caused by construction or by any private, public or quasi-public work.
- 6.2) You and your guests hereby, solidarily, without the benefit of division or discussion, indemnify Concordia and save it harmless from and against all Damages and Claims and expenses or any kind or nature in connection with loss of life, personal injury, damage to property (including the Residence or any part thereof and its equipment, machinery, services and improvements) or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in the Room(s), or related to your or your guests' use or occupancy of the Room(s) or the Residence, or occasioned wholly or in part by any act or omission of you or your guests or by anyone permitted to be on the Residence or in the Room(s) by you and/or your guests and such indemnity shall survive the expiration or sooner termination of this Agreement.
- 6.3) Without in any way derogating from Sections 6.1) and 6.2) and for greater clarification, in no event shall Concordia be liable for any indirect, special, incidental, consequential, punitive damages or loss of profits, regardless of the form of action, whether in contract or in tort including negligence, even if Concordia has been advised of the possibility of such damages. If Concordia, without fault on its part, should be made a party to any Claims commenced by or against you or your guests, then you and your guests shall protect, indemnify and hold Concordia harmless and shall pay all costs and expenses and legal fees incurred or paid by Concordia in connection with such Claims. You shall also pay all costs, expenses and legal fees that may be incurred or paid by Concordia in enforcing the terms, obligations and conditions of this Agreement.
- 6.4) You are responsible for the costs of repair or replacement of any damage that you cause (directly or indirectly), or that your guests cause (directly or indirectly), to the Room(s), the Residence or to any equipment, materials or facilities (exclusive of normal wear and tear) to the satisfaction of Concordia who will alone determine the quantum

of these damages or the need to repair or replace. You shall reimburse Concordia for any such damages immediately upon receipt of a written request from Concordia.

- 6.5) Without in any way limiting Section 6.1) of the present Agreement and for greater clarity, it is agreed and understood that Concordia bears no responsibility whatsoever for the loss or damage to property brought into the Residence owned and/or used by you or your guests. All property used, kept or stored in the Room(s) or the Residence or on the Concordia's property shall be so used, kept and stored at your and your guests' risk only and you and your guests shall indemnify Concordia and save it harmless from and indemnify it against any Claims resulting or arising out of any Damages to the same, including, without limitation, any subrogation claims by your or your guests' insurers. You and your guests hereby expressly acknowledge that Concordia's insurance policies provide no coverage for any property other than its own.
- 6.6) You have the legal responsibility for any Claims or Damages to property or to persons caused by you or your guests.
- 6.7) You accept that you will be invoiced and will pay for any materials or services used and not expressly included in the rate quoted to you.
- 6.8) You and your guests are solely responsible to obtain any insurance that they may require to cover any and all Damages.
- 6.9) You shall transmit to each of your guests a copy of Schedule B, annexed hereto, and shall ensure that each Guest understands, acknowledges and agrees to the contents thereof prior to their arrival in Residence.
- 6.10) The obligations of the parties set forth in this Section 6) of the present Agreement shall survive the expiration or sooner termination of this Agreement.

7) Default

- 7.1) Each of the following events (hereinafter called an "**Event of Default**") shall be a default hereunder by you and a breach of this Agreement:
 - i) if you fail to pay the Deposit and the balance of the rate and any other sum payable pursuant to this Agreement as and when the same become payable;
 - ii) if you file any proposal or make any assignment for the benefit of creditors or any arrangement or compromise or become bankrupt or insolvent or take the benefit of or become subject to any legislation that may be in force relating to bankrupt or insolvent debtors; or
 - iii) if you are in default in fulfilling any other term, condition or obligation of this Agreement and the default is not cured within three (3) days of a written notice of such default from Concordia;

then and in every such Event of Default, at Concordia's option, this Agreement will be *ipso facto* terminated (resiliated) without judicial proceedings being required and without prejudice to Concordia's other rights and recourses, without diminishing or extinguishing the liability of you and your guests. No payment or acceptance of the rate subsequent to such Event of Default will give you the right to continue occupancy of the Room(s) or Residence or in any way affect the rights of Concordia herein. If Concordia at any time terminates this Agreement for any breach or by reason of the occurrence of an Event of Default or if any legal action is taken for the recovery of possession of the Room(s) or for the recovery of any amount due under this Agreement, then the rate and applicable taxes for the whole period for which the Room(s) were reserved will be immediately due and payable as accelerated rent, and Concordia may, in addition to any other remedies it may have hereunder or at law, recover from you all Damages it may incur or suffer by reason thereof, including, without limitation, legal fees and legal costs and the cost of repossessing the Room(s) or Residence or any part thereof.

- 7.2) Upon the occurrence of an Event of Default, Concordia may, without notice to you and without prejudice to any other right of Concordia hereunder or by law, as the case may be, enter and repossess the Room(s) and it may use such force as it may deem necessary for that purpose and it may expel all persons and remove all of your guests' property from the Room(s) or the Residence.

8) Previous Agreements

- 8.1) The present Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements (verbal or written), undertakings, negotiations and discussions of the parties.

9) Notices

- 9.1) All notices under the terms of this Agreement shall be given in writing and sent by registered mail, facsimile transmission or e-mail to the following addresses:

To **Concordia University**: Concordia Summer Housing
1455 Boul. de Maisonneuve W., Suite GN I-101
Montréal, Québec H3G 1M8
Canada

Fax No.: (514) 848-3937
E-mail: reservations@concordia.ca

To **you**: To the address, fax number or email account that you include in your request for reservation

- 9.2) All notices shall be presumed to have been received when they are receipt acknowledged when they are e-mailed, or five (5) Business Days after their mailing, or on the Business Day following the day of facsimile transmission.

10) Governing Law

- 10.1) This Agreement shall be governed and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Montreal, in the province of Quebec, for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder

11) Sublease and Assignment

- 11.1) You may not sublease the Room(s) nor may you assign or otherwise transfer the rights, privileges or claims conferred by the present Agreement.

12) Force Majeure

- 12.1) Should it be impossible for Concordia to honour the reservations contemplated herein due to reasons of war, civil unrest, fire, flooding, prolonged disruption of electrical supply, natural disaster, strike or lockout or other unforeseeable or irresistible event beyond the control of the parties to the present Agreement, this Agreement shall be terminated, the monies advanced toward the rental contemplated herein and not completed shall be returned to you and the parties shall be free of any and all obligations expressed or implied herein, unless it is possible and desirable for both parties to agree to new date(s) and/or new conditions for the rental of the Room(s), the whole without recourse the one against the other.

13) Final Provisions

- 13.1) If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 13.2) A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term thereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.
- 13.3) In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any Schedule, the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.

- 13.4) This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties.
- 13.5) Each party of this Agreement represents and warrants to each other that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).
- 13.6) The parties hereto have requested that the Agreement and all correspondence and all documentation related to this Agreement be written in the English language. Les parties aux présentes ont exigé que le présent contrat, de même que toute la correspondance et la documentation relative à ce contrat, soient rédigées en langue anglaise.

SCHEDULE A

Residence Summer Accommodations – Guest Policy

We are glad you have chosen to stay with us during your stay in Montreal. To ensure your comfort and the comfort of our fellow guests we ask that you and your guests read the policies outlined below. **By staying with us, you agree to respect these policies:**

- Concordia Summer Accommodations is pleased to offer a **smoke-free environment**. Smoking is not permitted anywhere in residence, within buildings owned by Concordia or within nine (9) metres of any entrance to a Concordia building. All areas in residence, including guests' rooms, are non-smoking. If you wish to smoke, you may do so in the garden area outside, which you can find by following the signs.
- **Electrical or other cooking appliances** not provided directly by Concordia, including, but not limited to, toaster ovens, hot plates, etc. or those containing a heating element or open flame are prohibited in residence.
- Guests must abide by all federal and provincial **alcohol** laws, including those prohibiting the sale and service of alcohol to minors. Alcohol and its consumption is prohibited outside of guests' rooms including, but not limited to, in lobbies, foyers, stairwells, hallways, laundry rooms, common rooms and washrooms.
- Excessive **noise** is not permitted in residence. The following quiet hours are observed:
 - On all days: 11:00 p.m. – 8:00 a.m.
 - Consideration Hours: 24-hours a day
 - These are minimum guidelines and may be modified at any time by Concordia.
- Any act of violence or threat thereof, whether or not such threat is verbalized, discriminatory acts, hateful acts or malicious harassment toward other guests or staff is strictly prohibited.
- Guests are prohibited from being in areas identified as restricted by Concordia. These areas include, but are not limited to, the roof of any residence (except in emergencies), window ledges, balconies and attics.
- No pets of any kind are permitted in residence.
- Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of fire is strictly prohibited. In case of contravention of this section by you or your guests, you may be fined for any costs incurred by Concordia as a result.
- You are responsible for any damage to property by yourself or your guests and you may be required to pay for the cost of repair of any damage.
- Open flames are not permitted in residence. This includes, but is not limited to, lit candles, incense, etc.
- Explosive or flammable material is not permitted in residence buildings.
- Removing or furniture from any room in residence is not permitted.
- Throwing, dropping, or ejecting material from residence buildings, windows, rooftops, into quads, or down stairwells is prohibited. Throwing material at residence buildings or any other Concordia property is also prohibited.
- Firearms and any other weapon or item that is created or intended to cause harm or could be seen as intimidating, are strictly prohibited in residence and on Concordia property. This includes, but is not limited to, guns or gun-like objects, AirSoft® guns, paintball guns, novelty weapons such as swords or karate implements etc.
- Any action or possession of any item or substance in residence that contravenes municipal, provincial or federal statutes and regulations or Concordia's policies, available at <http://vpexternalsecgen.concordia.ca/policies/>, is prohibited.

You and your guests agree to abide by all policies of the residence as communicated by Concordia to you and/or your guests, from time to time and you will so instruct your guests. You are responsible for your guests adhering to all Federal, Provincial and Municipal laws, regulations and by-laws and to all of Concordia's policies and other rules and regulations applicable to the residence, available at <http://vpexternalsecgen.concordia.ca/policies/>, or as may be communicated to you from time to time. Failure to comply with such laws, regulations, by-laws, policies, rules and regulations and the terms and conditions herein may result in, at Concordia's sole discretion, and without limiting Concordia's recourses hereunder or at law, in the revocation of the privileges to use the residence, without reimbursement of any sums paid by you and/or your guests.

In the event that a decision results in the revocation of the privileges to use the residence, you and/or your guests will be asked to leave the residence immediately and will be responsible for finding and paying for alternate accommodation.

SCHEDULE B

Waiver for Guests of Concordia Residence

TO ALL GUESTS STAYING IN CONCORDIA RESIDENCE:

Use by the Guest of the Room or Rooms and the Residence is solely at the risk of the Guest. Each Guest is solely responsible and/or liable for any Claims and/or Damages arising from or related to (directly or indirectly) their presence at the Residence, their stay in the Rooms or on Concordia property, and/or their use of the Rooms or Residence and or their participation in activities taking place at Concordia's property, whether or not such activities are offered by Concordia and/or third parties.

Concordia, its agents, directors, officers, representatives and employees are not responsible for any Damages and they are hereby released from any and all Claims or Damages arising from or related to (directly or indirectly) Guest's use or presence at or in the Residence, the Rooms or on Concordia's property, the Guest's use of Concordia's property or their participation in the activities taking place on Concordia's property, whether or not such activities are offered by Concordia and/or third parties.

Accordingly, by staying in Residence, you hereby automatically and irrevocably release Concordia University, its agents, and employees from all liabilities and Claims for any Damages, regardless of the form of action arising from or related to your stay in Residence or in the Room.

For the purposes of this Waiver the following terms have the following meaning:

"Claims" means any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative or any other proceeding.

"Damages" means, in respect of any Claims or matter, all losses, damages of any nature whatsoever (including without limitation injuries to persons, loss of life, loss or damage to property), liabilities, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising as a consequence of such Claims or matter.

"Guest" means an individual or group of individuals for whom a Room or Rooms in Residence has been reserved.

"Residence" means the building owned by Concordia in which the Room or Rooms that you are requesting to reserve are located, in Montreal, Quebec, Canada, and which is used as a residence for Concordia students during the academic year.

"Room" or **"Rooms"** means the room or rooms in Residence which have been reserved for a Guest.