STUDENT RESIDENCE AGREEMENT: YARMOUTH CAMPUS

NOTE: This Residence Agreement contains provisions that create obligations for you and impose financial and other penalties should you fail to meet your obligations. Please read this Agreement carefully before signing.

THIS AGREEMENT made this _____ day of _____, 202__

BETWEEN:

Nova Scotia Health Authority, Yarmouth Campus (hereafter called “NSHA””)

- and –

Dalhousie University (hereafter called “Dalhousie”)

and

Student: _____, Dalhousie ID B0_____ (Hereafter called the “STUDENT”)

WHEREAS Dalhousie operates the Dalhousie School of Nursing and operates a campus in Yarmouth, Nova Scotia;
AND WHEREAS the NSHA owns the building located at 58 Vancouver St., Yarmouth, NS and operates the student residence for the Dalhousie School of Nursing’s satellite campus in Yarmouth (the “**Residence**”);
AND WHEREAS the Student is currently enrolled in the Dalhousie School of Nursing Program in Yarmouth and wishes to obtain residency in the NSHA owned Residence;

WITNESSETH that in consideration of the mutual covenants contained herein the parties agree as follows:

Premises

1. The NSHA agrees:
   a. that the Student may use and occupy an assigned Residence room, which room will be assigned to the Student by the NSHA-YC and which may be changed from time to time by agreement in writing between the NSHA and the Student (the "Premises").
   b. Students are entitled to occupy their rooms at their assigned date and time in September 2027. The Residence closes at term end in December, April, and July, immediately after the last examination scheduled in the timetable. **In all cases, the Student must vacate the Residence within <u>24 hours</u> of their final examination in each academic term. Semester 2 students must completely move out of their residence room within 24 hours of their final examination in April 2028. Other semester students are to move out of their rooms at the end of each semester after semester 3 but are able to keep their belongings in their room during their non-study months.**

Residence Fee

2. The student agrees to pay NSHA the appropriate Residence rate, as outlined in the 2026-2027 Residence Rates sheet (including $200 room damage deposit). Accounts are payable each term to any NSHA Business Office

Student Status

3. The Student acknowledges and agrees that they are entitled to occupy the Premises only so long as they are enrolled as a full-time student in good standing with Dalhousie. In the event that the Student ceases to be a full-time student in good standing, they shall vacate the Premises within twenty-four (24) hours of the date upon which they ceased to hold such status, unless alternate arrangements are approved in writing by the NSHA. **The Student acknowledges that Dalhousie may share student records within the student record system with NSHA from time to time to verify the academic status of the Student.**

Student Covenants

4. The Student covenants with the NSHA and Dalhousie that they:
   a. shall pay all residence fees promptly when due;
   b. shall not use the Premises or permit them to be used otherwise than as residential accommodation;
   c. shall not permit the Premises to be occupied by any person or persons other than those registered with the Yarmouth Campus Main Office or as otherwise authorized in writing by the NSHA;
   d. shall be responsible for the ordinary cleanliness of the Premises;
   e. shall not keep or allow in the Premises any bird, fish or animal or any pet of any kind without the prior written consent of the NSHA;

f. shall not make any alterations or additions, or change in any way the Premises without the prior written consent of the NSHA;

g. shall notify the NSHA immediately of any damage to the Premises during the period of the Agreement and also of any accidents to and defects in the appliances provided by the NSHA;

h. acknowledges and agrees that authorized personnel or agents of the NSHA are entitled to enter the Premises at any time for reasons considered appropriate or necessary for the NSHA including, but not limited to, reasons of health, safety or general welfare, or to make necessary repairs to the Premises, or to inspect the Premises for suspected breaches of any applicable rules or regulations of the NSHA. Students are advised that the Premises may also be inspected during each vacation period.

i. shall be responsible for the actions and conduct of their guests and for any damage caused by the Student or by any person whom they permit on the Premises. Students are particularly advised that serious violations of the rules and regulations by their guests may result in the eviction of the Student.

j. shall not assign the Premises or any part thereof;

k. shall leave the Premises, and its contents, in the same condition as when they took possession, reasonable wear and tear excepted;

l. shall not permit to be possessed, stored, or in any other way held or used on the Premises halogen lamps, any firearm, or any burning fluid, including but not limited to the following: candles, incense, potpourri pots, oil burning lamps, chemical oils, gunpowder, or any other explosive, flammable, dangerous, offensive or illegal substance or thing except those things of normal use and fire tested;

m. shall not do or permit to be done any act or thing which may make void or voidable any insurance of the NSHA upon the building or the contents;

n. shall observe and abide by the rules and regulations contained in the Dalhousie University Calendar, the NSHA Residence Handbook, along with all such variations, modifications and additions to such rules and regulations as the NSHA or Dalhousie may make from time to time whether before or after the date of this Agreement. The Student agrees that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein. Notice of such rules and regulations shall be deemed to have been given to the Student upon approval of the rule or regulation by the NSHA and Dalhousie. The Student further agrees that their family, guests and visitors will duly observe all such rules and regulations.

o. shall comply with all by-laws of the municipality where the student resides (i.e., Yarmouth);

p. acknowledges and accepts the inherent risk of exposure to COVID-19 that exists in shared living premises and agrees to comply with all public health directives, Dalhousie and NSHA directives related to COVID-19, including all requirements for self-isolation or self-quarantine and physical distancing; and

q. shall indemnify the Dalhousie and the NSHA from all liabilities, fines, suits, claims, demands, and actions for which the University or NSHA shall or may become liable by reason of any breach, violation, or non-performance by the Student of any covenant, term or provision of this Agreement, or by reason of a death or injury or damage resulting from, occasioned to or suffered by any person or any property by reason of the act, neglect or default on the part of the Student or their family or guests.

Entry Doors

5. The Student shall not, during occupancy of the Residence, alter or change or cause to be altered the lock or locking system on any door that gives entry to the Premises.

Internet/TV

6. Please refer to the Residence Handbook for information on Entertainment/Internet/Wi-Fi Access.

Damage to Premises

7. If during the term of this Agreement the Premises, or the building in which the Premises are situated, shall be damaged or destroyed by fire, the elements, unavoidable accident or other casualty so as to render the Premises or the building unfit for habitation, and if the Premises or the building shall be incapable of being rebuilt or repaired with reasonable diligence within two weeks of the happening of such destruction or damage, and provided that the NSHA is unable to provide the Student with reasonable alternate accommodation, then the NSHA or the Student may, at its or their option, terminate this Agreement by giving notice in writing to the other within seven (7) days of such destruction or damage, and upon such notice being given to the NSHA or received by the Student, the residence fees shall be apportioned and payable by the Student only to the date of such damage or destruction, and any such fees which have been paid in respect of the period subsequent to the date of such destruction or damage shall be refunded to the Student. If within the said period of seven (7) days neither party shall have given notice terminating this Agreement as aforesaid, or if within such period the parties shall have agreed not to give such notice, then the NSHA shall with all reasonable speed rebuild or repair the premises and the residence fees shall abate from the date of such destruction or damage until the premises or the building have been rebuilt or repaired, or where residence fees have been paid in advance the portion attributable to that period shall be refunded, unless the Student has been accommodated in alternate housing.

Liability

8. The University and the NSHA shall not be liable for loss, damage to, or theft of personal belongings. **Students are advised to carry adequate personal insurance to cover loss or damage to their belongings.** Except in the case of negligence on the part of the NSHA or its employees, the NSHA is not responsible for any kind of injury, damage or loss suffered by the Student, their guests or invitees while they are in or about the premises, building in which the premises are located or on NSHA property.

Late Payment of Residence Fees

9. If any payment of residence fees is not received by the NSHA by the payment dates, interest at a monthly rate as set by Dalhousie, which interest rates are posted at www.dal.ca/admissions/money_matters/payment_due_dates/late_fees.html will be charged and the total sum shall become immediately due and payable to the NSHA. Failure to pay residence fees, charges, or fines, may result in the denial of Dalhousie and/or NSHA privileges including but not limited to access to transcripts and records of attendance, the libraries, or termination of this residence agreement.

Termination

10. **The Agreement covers the current regular academic session of Dalhousie, as that term is defined on the School of Nursing Website (i.e. the Fall, Winter and Summer semesters)**.

    a. Each Student is expected to remain in Residence for the full Term of the Agreement as stated in Section 1 above unless they graduate, undertake a co-op placement or practicum required for academic purposes outside the Yarmouth area, withdraw from Dalhousie or is unable to continue in Residence for other reasons acceptable to the NSHA and/or Dalhousie. The NSHA shall have sole discretion in determining what constitutes valid grounds for early withdrawal from the Residence. It is the Student's responsibility to notify the main office at the NSHA-YC as soon as possible that they will not be remaining in residence for the full academic year. Except in the above circumstances, no refunds of residence fees will be made. In all cases of approved early withdrawal from residence the Student will be charged for the time they occupied the residence room.

    b. The Student may terminate this agreement upon seven (7) days-notice in writing, or by consent in writing of the NSHA, where the NSHA or Dalhousie is in breach of any of the covenants, agreements or provisions contained herein;

    c. The NSHA may terminate the agreement by giving thirty (30) days-notice in writing to the Student of its intention to terminate, provided that the NSHA may immediately terminate the agreement and re-enter the Premises:
        i. If any instalment of the residence fees or any part thereof is in arrears or unpaid for seven (7) days whether formally demanded or not;
        ii. If the Student breaches any of the covenants, provisions, rules or regulations contained in, or incorporated as part of, this agreement.

Force Majeure

11. Whenever and to the extent that the NSHA shall be unable to fulfil, or shall be delayed or restricted in fulfilling its obligations under this Agreement in respect of the supply or provision of any heating, service or utility or by the doing of any work or the making of any repairs or by any cause beyond its control, the NSHA shall be relieved from the fulfillment of its obligation during the period in which it is unable to fulfil or is delayed or restricted in fulfilling the obligation. It is understood and agreed that if the heating, water or other service, equipment or furniture provided by the NSHA becomes damaged or destroyed, the NSHA shall have a reasonable time in which to repair or replace same.

12. Whenever and to the extent that the NSHA shall be unable to fulfill, or shall be delayed or restricted in fulfilling its obligations under this Agreement due to COVID-19, the ongoing response to COVID-19 by any and all levels of government ("Government Response"), or the ongoing response to COVID-19, or any other emerging infectious diseases, by Dalhousie or the NSHA (which may differ from governmental response), the NSHA shall be relieved from the fulfilment of its obligation during the period in which it is unable to fulfill or is delayed or restricted in the obligation.

13. The NSHA and the Student acknowledge that certain modifications to room assignments, residence premises, and residence generally may be required from time to time to enable compliance with
    i. physical distancing requirements, and/or
    ii. other restrictions in force resulting from the Government response or the University's or the NSHA

Condonation of Breach Not a Waiver

14. Any excusing, condoning, or overlooking by the NSHA of any default, breach or non-observance by a Student at any time of any covenant, condition or regulation of this Agreement shall not operate as a waiver of the NSHA's or Dalhousie's rights under this Agreement in respect of subsequent defaults, breaches or non-observances of terms of this Agreement, and shall not defeat or affect in any way the NSHA's rights in respect of any such subsequent default or breach.

Headings

15. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

THIS AGREEMENT shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns, respectively, and if there is more than one student resident in the premises, each covenant shall be deemed to be joint and several.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written.

Date	X DALHOUSIE UNIVERSITY, NSHAC NSHA- YC Administrative Coordinator
Date	X PARENT/GUARDIAN (where, Student is under 19 years of age)

PLEASE READ CAREFULLY:

I acknowledge that I have been given the opportunity to read this Agreement. I understand and agree that the Agreement affects my rights and obligations as a student and I agree to be bound by all the terms, conditions, rules and regulations stated or incorporated by reference herein.

Date	X Student