

Housing License Agreement

The Art Institute of Vancouver
STUDENT HOUSING LICENSE AGREEMENT
1090 West Georgia Street, Suite 600, Vancouver BC / Toll Free: 866.717.8080
3264 Beta Avenue, Burnaby BC / Phone: 604.298.5400

POLICIES & PROCEDURES

1. Housing Provided: Under this Agreement, the Student must be enrolled and attending The Art Institute of Vancouver (AI), in order to reside at the AI Student Housing, unless approved by the Dean/Assistant Dean of Student Services. AI will make available to the Student herein, for customary and lawful residential purposes, in common with other students (if any) assigned to the same facilities, one space in a room, apartment or town house unit to be designated by AI on/before the beginning Date of the Term specified in Paragraph 2 (the "Unit"), in the housing complex (the "Complex") located at **Maple Place Towers, 7351 Halifax Street, Burnaby.**

2. Term: Provided Student is not in default under the agreement, the Student will be entitled to occupy the Unit assigned by AI during the period specified under DATES OF OCCUPANCY, covering a maximum of 4 (consecutive if more than one) academic quarter(s) of AI as listed in clause 3 below; (together with the day before the quarter begins and the day following the last day of class), subject to the possibility of early termination as provided herein.

3. Occupancy Charge: The Student will pay to AI an Occupancy Charge under this Agreement as follows: Summer 2008 \$2025 per quarter; Fall 2008 \$2126 per quarter, Winter 2009 \$2126 per quarter, Spring 2009 \$2126 per quarter.

The Student agrees to pay the above charge for the full term of this Agreement prior to the beginning of each academic quarter or as scheduled in his or her Student Financial Plan. The occupancy charge is exclusive of telephone, cable TV or other special fees, rentals or tuition that may be due.

4. Refund Policy: No portion of the Occupancy Charge provided under this Agreement will be waived or refundable for any reason after it has been paid or has become payable under this Agreement, except to the extent provided in this Paragraph. If the Occupancy of the Student is terminated due to the Student's withdrawal from school, the Student will be responsible for such liquidated damages equal to the balance of the month from the last day of Occupancy plus two months.

If the Occupancy of the Student under this Agreement is terminated for any reason other than withdrawal from school by the Student before the end of the term specified, or if the Occupancy of the Student is terminated by AI under Paragraph 7 of this Agreement, the Student shall be liable for liquidated damages for early termination based on the last date of Occupancy. Such liquidated damages will be equal to the balance of the month from the last day of Occupancy plus two months.

Any prepaid and unused amount of Occupancy Charges in excess of such liquidated damages will be refunded as per the published refund policy of AI approximately thirty (30) days after the effective date of the termination (in addition to any refund from the Rent and Restoration deposit under Paragraph 5 below, to which the Student may be entitled.)

Liquidated damages assessed hereunder shall not reduce the Student's liability for damages caused to the rented property or personal property therein. Payment of liquidated damages shall not affect the Student's liability to pay any other charges, bills or costs incurred during the Occupancy or as a result of the early termination. Any amounts owed by the Student hereunder shall be paid within sixty (60) days after termination of this Agreement.

5. Rent and Restoration Deposit: At or before the signing of this Agreement by the Student, he or she also will deposit with AI the sum of \$340.00 as a Rent and Restoration Deposit, of which fifty dollars (\$50.00) is non-refundable to cover minimum cleaning, administrative and maintenance costs, to secure (a) payment of the Occupancy Charge under Paragraph 3 above, (b) payment of any amount properly assessed by AI for damage under Paragraph 6, and/or (c) the faithful performance of all the other obligations of the Student under this Agreement.

If the Student fails to take occupancy when scheduled under this Agreement or fails to pay the initial portion of the Occupancy Charge when due under Paragraph 3, or cancels or defaults under this Agreement for any reason at any time, AI will be entitled to retain the entire Rent and Restoration Deposit (plus all amounts previously payable as the Occupancy Charge under Paragraph 3 of this Agreement), as liquidated damages for that breach, subject only to the Refund policy stated in Paragraph 4 above.

Notwithstanding the foregoing, in the event of cancellation of this agreement by the student anytime within thirty (30) days prior to the first day of the agreement, as described in paragraph 2, above, the entire Rent and

Restoration Deposit shall be forfeited to cover administrative costs associated with securing and preparing the unit for occupancy.

If and when damage claims are properly assessed against the Student under Paragraph 6, or the Student fails to pay any other amount to AI when due under provisions of this Agreement, AI may deduct that amount from the Rent and Restoration Deposit and, in such event the Student will be obligated immediately to restore the Rent and Restoration Deposit in full to \$340.00.

Within thirty (30) days after the last day of the Student's occupancy under this Agreement, AI will refund the balance of the Rent and Restoration Deposit to the Student, less any portion properly retained by AI to pay or to provide for the payment of obligations of the Student under this Agreement or the Student's general school account. The rent and restoration deposit will be placed in an account designated by AI and which deposit may be co-mingled with AI's other funds.

6. Responsibility for Damage: The Student shall give AI prompt notice of any damage to, or dangerous or defective condition at, the Unit. The Student will be responsible for and promptly will pay all costs of repairing any and all damage caused by the Student and/or by his or her guests any time and for any reason, in or to the Unit or to any other portion of the Complex or to any furniture or personal property of AI or the owner of the Complex, and for replacing any missing items, regardless of whether or not any willful misconduct or negligence can be shown. AI may deduct such cost amounts from the Rent and Restoration Deposit, or may require all or any portion of them to be paid separately by the Student, at the discretion of AI. All residents of the Complex shall be liable jointly and severally, for the cost of repairing damages due to vandalism and misuse of rented real property, or any personal property therein when no reliably known source of damage is identified.

7. Early Termination by AI: AI will have the right at its option (and in addition to other available remedies) to terminate this Agreement, and/or to terminate or to suspend any of the rights and privileges of the Student under it and/or to require the Student to vacate the Unit at any time, with or without notice, under any of the following circumstances (see also Paragraph 21 below): a.) A failure of the Student to pay when due any amount to be paid by him or her under this Agreement or under the Student's enrollment agreement with AI; b.) A violation by the Student of any material obligation of the Student under this Agreement, including the Rules and Regulations referred to in Paragraph 9 below; c.) The termination of the status of the Student as a currently enrolled student in good standing at AI (or at any other school approved for that purpose by AI), for any reason and d.) The Unit or Complex has been determined by AI in its sole discretion, to no longer be available for Occupancy (No charges for liquidated damages would be assessed).

8. Assignment and Sublicensing: The Student may not assign, license, encumber or otherwise transfer any of his or her rights or privileges under this Agreement, or sublicense his or her Unit, at any time.

9. Rules and Regulations: The Student agrees to comply at all times with all of the "Rules and Regulations" established by AI for the Complex (a copy of which has been delivered to the Student and is incorporated by reference in this Agreement), as those Rules and Regulations may be amended and/or supplemented from time to time by AI or by the owner of the Complex. The Student also agrees to cause all of his or her guests to comply with the Rules and Regulations. Any failure of the Student or of his or her guest(s) to comply with the Rules and Regulations (or reasonable request of any AI official(s)) will constitute a material default of the Student under this Agreement and the Student may be subject to disciplinary action. AI will not be liable to the Student for a violation of the Rules and Regulations by any other student or by any other person.

10. Personal Property of the Student: AI will not in any event or at any time be responsible for any damage to personal property of the Student or of any other person by reason of fire or other casualty, or for any damage or theft or other loss of such personal property. AI recommends that the Student maintain fire, casualty, theft and personal loss insurance covering his or her personal property which is located in or about the Unit or Complex. AI will not hold belongings left behind by the Student after he or she moves out for any length of time and reserves the right to discard them or donate them to charity without notification if alternate arrangements have not been agreed upon in writing.

11. Indemnity: The Student agrees to indemnify AI and AI's corporate parent, any affiliated entity and their officers, directors, trustees, employees and the owner of the Complex for, and to hold them harmless from, any and all losses, claims, costs, injuries, and damages of any kind arising out of or resulting from any act or omission of the Student or of any representative, agent, licensee or guest of the Student.

12. Parking: The Student will also be permitted to use, in common with others, the parking spaces for the complex if provided by the owner of the Complex for the use of its residents upon payment of any charges imposed by the Owner of the Complex. However, the Student understands that those parking spaces are limited and that there is no guarantee of the availability of any parking space for the use of the Student at any time. Any use of a parking space by the Student or any other person is at his or her own risk; AI undertakes no responsibility for the safety or safekeeping of any motor vehicle or its contents at any time. AI recommends that

the Student maintain proper automotive insurance covering theft, vandalism or damage of any kind. All students and guests must have parking permits where applicable. Unauthorized vehicles will be towed without notification at the owner's expense. The Student, his/her visitors, invitees and guests shall not wash, clean, polish, or repair any motor vehicle in the parking area provided hereunder. Disabled or commercial vehicles may not be stored in the parking area provided hereunder, and AI reserves the right to tow them without notification at the owner's expense.

13. Common Area: The Student will be entitled to the right of access to and the use of Common Areas of the Complex as provided by its owner for the use of all residents, in common with others, while the Student remains in residence under this Agreement and is not in violation of the Rules and Regulations of this Agreement.

14. Utilities: All of the following utilities for the Unit will be provided and paid for by AI: Cold water, hot water, sewer and electricity, high speed internet access. However, only reasonable, ordinary, and customary usage by the Students is permitted. AI reserves the right to charge additional amounts to the Student(s) assigned to any Unit (jointly and severally) and the Student agrees to pay or reimburse AI within thirty (30) days of receipt of AI's written invoice, the amounts by which the costs of any one or more of those utility services used in connection with the Unit during any billing period exceed by more than ten percent (10%) the average usage of that utility by the other units in the Complex. Owner is not responsible for any interruption in services caused by strike, labor trouble, national emergency, repairs or any other cause beyond AI's reasonable control. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. Maintenance and Access: The Student will be jointly and severally responsible with any other student occupying the Unit for maintaining the Unit (including all of the equipment, floor coverings, electrical fixtures, plumbing fixtures, furniture and furnishings supplied by the owner of the Complex or AI) in their original safe, clean and good condition and in proper repair, throughout the Term of this Agreement, reasonable wear and tear excepted. Access without notice to the Unit by designated maintenance personnel is permitted as needed 24 hours a day.

16. Inspection: If the Student vacates the Unit for any reason during the Term of this Agreement, the Student will remain responsible for any damage or failure to maintain occurring up to the time that the Student has arranged for an AI representative to complete a thorough inspection of the Unit. AI will inspect the Unit promptly upon the receipt of any such request. AI reserves the right for its employees and agents or the owner of the Complex or its employees and agents to inspect any Unit and property at any time and without notice for any health, safety, or security reasons or to insure compliance of the Rules and Regulations, or to inspect or perform maintenance work. AI also reserves the rights for its employees or agents to enter the Unit at any other time if and when the Student Housing staff or any other representative of AI reasonably and in good faith believes that such entry is necessary (1) to deal with an emergency affecting the safety of the Unit or of any person, (2) to enforce the provisions of this Agreement (including the Rules and Regulations referred to in Paragraph 9, or (3) for any reasonable purpose. Students who do not maintain rooms in acceptable hygiene condition will incur all costs of cleaning services and may be subject to disciplinary action.

17. Relocation of Students: AI will have the right, at its option and sole discretion, to relocate the Student at any time during the Term of this Agreement, either permanently or temporarily, for any reasonable purpose, including without limitation the following: (a) Incompatibility of the Student with any other student assigned to the Unit; (b) Vacancies in the Unit and in any other unit in the Complex; (c) A need to repair or renovate the Unit; and (d) A good faith judgment of AI that it would be desirable to reassign students for better communication, supervision, or general logistic purposes. The Student may be terminated from housing or charged for the cost of relocation or double rent, either permanently or temporarily, for failure to comply immediately upon notice from AI to prepare for incoming students or maintenance reasons. If a student refuses to relocate, AI reserves the right to move the student's belongings without their permission and will defer moving charges to the student's account. Should a problem occur between roommates, the Housing Staff should be notified promptly in order to resolve the situation in a timely and effective manner. Relocating the Student to another unit will be an option if the Housing Staff deems it necessary.

18. Additions, Alterations or Improvements: The Student may not make any additions, alterations, or improvements to the Unit without the prior written consent of AI, which may be denied for any reason in its absolute discretion. (See Paragraph I under Rules and Regulations.)

19. Energy Consumption: AI reserves the right to enter a Unit to turn off appliances left in operation when no one is present, to conserve energy. Doors must remain closed in order to prevent air conditioning malfunctions. The Student agrees not to use any appliances, fixtures, or plumbing facilities in the Unit for any purpose other than that for which said items were designed. Any damage resulting from the misuse of such items shall be paid for by the Student.

20. Health Services: AI will have no obligation to transport for or provide health services to the Student under this Agreement at any time.

21. Vacation of the Unit Upon Termination: Promptly on or before the last day of the Term of this Agreement or on the effective date of any earlier termination for any reason, the Student will vacate the Unit (leaving it in its original condition, reasonable wear and tear excepted) and will remove all of his or her personal property from the Complex, and will return all keys to the Housing Department of AI. The Student will repair any damage to the Unit caused by removal of any of his or her property. The Student expressly waives any and all notice requirements and the provisions of statutes (if any) which otherwise might qualify such obligation.

22. Removal: Where the Student does not move out in a timely manner following the termination of this Agreement for any reason, including but not limited to violation of the Rules and Regulations referred to in paragraph 9 and/or any provision of this Agreement, AI reserves the right to remove the Student and his/her possessions from the occupied apartment. AI will also have the right, at its option and sole discretion to refuse the renewal of any license.

23. Mold: Student acknowledges that it is necessary for Student to provide appropriate climate control in the Unit, keep the Unit clean and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Student agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible, and shall not block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Student agrees to immediately report to AI (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any common area of the Complex; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning systems in the Unit; and (iv) any inoperable doors or windows. Student further agrees that Student shall be responsible for damage to the Unit and Student's property as well as injury to Student, other occupants and guests resulting from Student's failure to comply with the terms of this paragraph.

24. Entire Agreement: This Agreement (including the Rules and Regulations referred to in Paragraph 9) constitutes the entire agreement between the parties hereto with respect to the subject matter. There is no other representation, understanding, promise or agreement between them except those set forth above. No modification or amendment to this Agreement will be effective unless it is in writing and is signed by all parties.

25. Governing Law: This License Agreement is governed by the laws of the British Columbia where the complex is located whether or not this License Agreement is actually signed in such province. The student and his or her parent(s)/guardian(s) agree to submit to the exclusive jurisdiction of the courts of the British Columbia where the complex is located and agree that notice can be given by certified mail or by hand delivery to the student or parent/guardian when applicable. The parties acknowledge and agree that AI is an "educational institution" as such term is used in the *Residential Tenancy Act* (BC).

26. Partial Invalidity: A determination that any provision of this Agreement is void, voidable or unenforceable for any reason shall not affect the validity or operation of the remainder of this Contract.

27. Waivers: If AI fails to enforce any term of this Agreement, said failure shall not be a waiver of any of AI's rights hereunder or at law.

28. Damage or Destruction: In the event of damage by fire or other casualty that renders the Unit unusable for the purposes intended herein, this Agreement will continue unless terminated as provided herein. AI may elect to terminate this Agreement by notifying Student within thirty (30) days after the date of the damage, and the Agreement will terminate on the date set forth in such notice. If the Unit is completely unusable because of a casualty and it is not reported in thirty (30) days, the Agreement shall terminate. In the event of such termination, the Rent and Restoration Deposit and the pro-rated portion of the Occupancy Charge representing the remaining portion of the term of this Agreement shall be returned to Student.

29. Food Service: No food service of any kind will be provided by AI to the Student under this Agreement, at any time. The Student will be solely responsible for providing his or her own meal arrangements.

30. Relationship of Parties: The Student acknowledges that this Agreement is intended to create a license to use the Unit and not to create a landlord and tenant relationship. Student hereby acknowledges that it shall not possess any rights as a tenant hereunder.

31. Limitation of Liability: The Student unconditionally releases AI and AI's corporate parent, any affiliate of AI or AI's corporate parent and their director's officers, employees and trustees from liability for any injury to Student or guests of Student, whether or not caused by AI or AI's corporate parent, any affiliated corporation and their directors, officers, employees and trustees. The Student accepts full responsibility for any and all such injuries.

32. Subordination: This Agreement and all rights of Student hereunder are subject and subordinate to the terms and conditions of any underlying lease and/or mortgage which may now or hereafter affect the Complex.

33. Balcony and Window Safety:

Balconies: (if applicable) For the safety of residents and guests, care should be exercised on or around balconies in the individual units and the building. Residents and guests are not allowed to climb onto, lean on or jump from balcony railings. Residents and guests are not allowed to throw anything off the balcony. Roughhousing on balconies in the individual units and the building is strictly prohibited. No Unit furniture or furniture that sits above the railing is permitted on the balconies. Damage charges will be assessed for graffiti written on the walls, railings or deck of the balcony. Draping or shaking towels or clothing over the balcony is prohibited. Bikes are permitted on the balconies propped against the wall only. Students in violation of this policy will be subject to disciplinary action up to and including termination from sponsored housing and/or suspension from The Art Institute of Vancouver.

Windows: For the safety of residents and guests, care should be exercised on or around windows in the individual units and the building. Residents and guests are prohibited from leaning against and/or climbing out of any windows. Residents and guests should NOT sit on the window ledge or on furniture propped up against the window. Residents and guests are not allowed to hang or throw anything out the windows. Students in violation of this policy will be subject to disciplinary action up to and including termination from sponsored housing and/or suspension from The Art Institute of Vancouver.

HOUSING RULES/REGULATIONS

A. Occupancy: The Complex is a co-educational facility. Each unit in this Complex will house only males or females; not both. When a Student's behavior is such that no one wishes to room with that individual, the Student will be billed double rent.

B. Explosive/Weapons: No weapon, fireworks, pellet guns, knives, swords, explosives or dangerous or hazardous substances are allowed in the Complex.

C. Alcohol: Empty alcohol containers, the use, possession, or being under the influence of alcoholic beverages is prohibited in and around the Complex.

D. Drugs, Narcotics and Drug Paraphernalia: Use, possession or being under the influence of marijuana or any narcotic stimulant, or hallucinogenic drug in violation of state and federal law is prohibited in and around the Complex. Drug paraphernalia of any kind is prohibited.

E. Common Courtesies: No parties are permitted without permission from management. Radios, TV sets and stereos are to be kept at a moderate level. Music and noise inside a unit must not be heard outside a unit. The use of electric guitars, drums or loud musical instruments is not permitted in the Complex. Students may not make or permit disturbing noises in the Complex or do or permit anything to be done therein or in a Unit that will interfere with the rights, comforts or conveniences of other Students. Students must treat roommates and the resident staff with courtesy and respect. Quiet hours are from 10 pm until 8 am weekdays, and 11 pm until 10 am weekends.

F. Student Conduct: Verbal abuse, foul language, insults, physical or psychological threats or intimidation to other students or staff will not be tolerated and may lead to eviction and termination from AI. Violation of any local ordinances, provincial or federal statutes or Criminal acts can be grounds for immediate eviction and termination. Students must comply with all present and future city, provincial and federal laws and regulations, including without limitation, fire and natural disaster evacuation procedures.

G. Guests: Students are not permitted to have overnight guests. Guests must leave the Complex by 10 pm, Sunday through Thursday, and by 11:00 pm on Friday and Saturday. Students will be completely responsible for the behavior of their guests while they are on the premises. The AI Housing Department reserves the right to deny visiting privileges to anyone at any time, and any guest may be evicted from the Complex by any AI official.

H. Right of Entry: AI reserves the right to enter Student rooms for purposes of inspection, improvements, or repairs. AI officials may enter and conduct an authorized search of Students' room for the purpose of investigating suspected violations of regulations. Permission to search is NOT required when contraband to be confiscated is in view of the AI authority. Entry by an AI representative may occur at any time, with or without notice. Occupants understand that in case of a maintenance emergency, abandonment, suspected breach or violation of law, rules or regulations, or when AI or apartment management deem it appropriate to the health, safety, or welfare of a member of the AI community, the management and/or the AI Housing staff may enter the apartment without consent or notice, and may conduct an inspection of apartment contents including occupant's personal property.

I. Maintenance: The Student shall keep the Unit in a good state of preservation and cleanliness. The Student(s) are severally and jointly responsible for the daily care of the Unit. The Housing Staff will inspect all Units on a regular basis. If repairs are needed, the Student must file a maintenance request. If it is an emergency, the Student must notify the front desk immediately. Painting, wall papering or other similar decorating is not permitted in the Units. Nails and tape are not to be used on the walls. Beds must be kept on the bed frames and not elevated by any unsafe means. Furniture must remain intact and should not be removed from the Unit for any reason. All garbage and trash should be removed promptly and deposited in the waste dumpster provided. Absolutely NO modification can be done to the Unit, furniture or the Complex without the prior written consent of AI which may be denied for any reason in its absolute discretion. Any defacement of property will be immediately assessed to the Student's account. In addition, Students who vandalize, damage and/or misuse property in any way will be subject to disciplinary action.

J. Pets: The Student may NOT keep pets in the Unit or elsewhere in the Complex at any time. The Student in violation will be subject to disciplinary action and will be charged the cost for extermination services, cleaning and any other restoration required. The only exceptions are guide dogs accompanying physically challenged individuals.

K. Swimming Pool (if applicable): Students must observe all posted rules. Glassware is not permitted in the area of the pool. No diving is allowed. Jumping from any balcony is not permitted. Guests are permitted to use the pool only with a Student present. Should the Student fail to observe the pool rules, he or she will be denied the privilege of using the pool. The pool area will be closed from 10 pm until 8 am. Residents and guests who use the pool do so at their own risk. No lifeguard is provided. AI assumes no responsibility for any injuries or loss of life that may result from such use.

L. Fitness Room/Recreation Court: Students must observe all posted rules. Glassware is not permitted in the court and fitness area. Guests are permitted to use the court and fitness areas only with a student present. Should the Student fail to observe the court and fitness room rules he/she will be denied the privilege of using the court and fitness room. AI assumes no responsibility for any injuries or loss of life that may result from such use.

M. Mandatory Orientation: AI will conduct a mandatory orientation for all new residents during the first week of occupancy. Failure to attend may result in a disciplinary warning.

N. Mail: Mail is delivered to central mailboxes. Tampering with another resident's mail is a Federal offense and could result in criminal charges as well as termination.

O. Common Areas: The public halls and stairways of the Complex shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Complex, and the fire towers and fire escapes shall not be obstructed in any way. No article shall be placed in the halls or on the staircase landings, fire towers, or fire escapes, nor shall anything be hung or shaken from the doors or windows. Student may store bicycles, skateboards and roller blades in their units. Bicycles may not be locked, chained or fastened in any manner to banisters or guardrails within stairwells. Skateboarding or roller-blading inside the property is prohibited.

P. Use of Unit: The Unit is intended for residential use by the students assigned to it by AI. The Unit may not be used by any other persons or for any other purpose, including commercial ventures and solicitation. Noise that in the opinion of the Complex, AI or other residents, is excessive or unreasonable is prohibited. The overnight use of the Unit by any unassigned person without the permission of AI is prohibited. The Student shall not add or affix any locks or bolts or doors or windows. Window screens are not to be tampered with.

Q. Fire Safety Equipment/Security Systems: Students may not in any way alter or tamper with existing locks, security systems, procedures or fire safety equipment. Smoke alarms and fire extinguishers are provided in each complex. Tampering with fire extinguishers and fire alarms is prohibited and will result in a fine levied against the Student of \$ 100.00 and is cause for immediate eviction. Disengaging smoke detectors is prohibited. Students may not install additional locks in the Unit. Students may not prop open any exterior doors.

R. Keys/Access Cards: Each student is provided with keys/access cards for his or her Unit, mailbox and or exterior doors. Students may not give their keys/access cards to anyone at any time or for any reason. If a Student loses a key/access card, there will be a fee for replacement. If

a student becomes locked out of his or her Unit, the staff will admit them to the Unit. There may be a charge for this service. Repeated incidents of students locking themselves out of their rooms may result in a fine and/or disciplinary action.

S. Discipline Procedure: All Students are to comply with the reasonable requests of any AI official seeking to enforce the Rules and Regulations of the Complex and the Policies and Procedures of AI. At the discretion of any AI official, all students assigned to a Unit may be disciplined, placed on probation or otherwise be held responsible for any violation of the Student Housing Agreement or for refusing to comply with any reasonable request from an AI official. Under normal circumstances the process for disciplinary action will entail the following: a Written Warning, a Probation and an Eviction. AI officials may, at their sole discretion, elect not to issue a Written Warning or a Probation Notice. An Evicted Student is not allowed back on the premises for any reason. If such student returns for any reason they will be arrested for trespassing and may be subject to termination from AI. In addition to the Eviction, Student will be liable to AI for all costs pertaining to the penalties for breaking this Agreement. A serious breach of the Rules and Regulations does entitle AI to evict immediately and may lead to termination from AI. **[All conditions of a regular Eviction apply.]** If in the judgment of any AI official a student is in clear and present danger to himself, others or property he/she will be subject to an Immediate Eviction and may lead to termination from Ai. Depending on the nature of the infractions, Students who violate the Rules and Regulations may be subjected to further disciplinary action from AI up to and including termination. Students have the right to appeal an eviction as per established student conduct guidelines.

Facsimile

To: Melanie Trotto - Director, Residential Life and Housing
Fax: 604-298-5403

STUDENT HOUSING c/o STUDENT AFFAIRS OFFICE (Burnaby)
The Art Institute of Vancouver
3264 Beta Avenue, Burnaby BC / Phone: 604 298 5492 ext. 5276
Toll Free: 1 866 717 8080

From:

RE: Housing License Agreement Signature page
(2 pages including cover sheet)

Message (if any):

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS FOR LIVING IN THE COMPLEX. I AGREE TO ADHERE TO THESE RULES AND REGULATIONS AND UNDERSTAND THE PENALTIES FOR VIOLATIONS. I AM AWARE OF THE FINANCIAL OBLIGATION I AM UNDERTAKING AND I HAVE READ AND UNDERSTAND THIS AGREEMENT.

THE ART INSTITUTE OF VANCOUVER WILL HAVE THE RIGHT, AT ITS OPTION AND SOLE DISCRETION, TO REFUSE THE RENEWAL OF ANY AGREEMENT.

STUDENTS, ONCE THEY LIVING IN AiVANCOUVER STUDENT HOUSING, ARE ASKED TO PROVIDE AN UPDATE ON THEIR INTENT TO REMAIN IN STUDENT HOUSING NO LATER THAN 30 DAYS PRIOR TO THE END OF EACH QUARTER.

Students who do not confirm their intention understand that their space can no longer be reserved, but they will need to compete with new students for a space and will receive a space only if available. Housing placements are finalized once all necessary paperwork has been received in the Student Affairs office and any payment owing is finalized and continuing housing students who did not provide an update in advance will compete with all other students for available space.

THIS STUDENT HOUSING LICENSE AGREEMENT is entered into between THE ART INSTITUTE OF VANCOUVER ("AI") and, "Student." If Student is a minor or dependent, the undersigned parent(s) or guardian(s) of the Student, jointly and severally, intend to be legally bound.

DATES OF OCCUPANCY:

NOTE: To enable students to move-in prior to the start of classes, the date of occupancy "term" starts a few days prior to beginning of the month when the new school quarter starts. The date of occupancy "term" also ends a few days before the end of the third month of that quarter to allow time for students to move-out, for units to be cleaned, and for the new students to move in prior to the start of the new quarter. (Please note move-in and move-out dates are approximate and subject to change.)

TERM BEGINNING _____ AND ENDING _____

PRINT STUDENT NAME HERE

STUDENT SIGNATURE

HOUSING REPRESENTATIVE DATE

Joinder of Parents or Guardians. If the Student identified in this Student Housing License Agreement is a minor or a dependent of parent(s) or guardian(s) on the date of the Agreement, the undersigned parent(s) or guardian(s) of the Student have executed this joinder as an inducement to AI to accept this Agreement. The parent(s) or guardian(s) ratify the Agreement on behalf of the Student and themselves, and unconditionally guarantee the full and prompt performance by the Student of all of his or her obligations under it, and waive any and all rights which he/she/they or the Student otherwise might have or assert or which would be inconsistent with this Contract. Parent expressly waives any right or claim against AI and AI's corporate parent, any affiliated entity and their officers, directors, trustees, employees and the owner of the Complex as well as any defense Parent may advance, on account of the Student being a minor, if applicable.

PARENT(S)/GUARDIAN(S)

DATE

ADDRESS

PLEASE NOTE THAT STUDENTS ARE REQUIRED TO COMMIT TO STAY IN STUDENT HOUSING FOR A MINIMUM OF TWO QUARTERS IN ORDER TO BE CONFIRMED FOR HOUSING. STUDENTS WHO WISH TO COMMIT TO ONLY ONE QUARTER WILL NOT BE CONFIRMED.

Emergency Contact Information

Emergency Contact: _____ Relationship to Student _____

Emergency Address: _____ Phone #: _____

Special Instructions (if any): _____