



# BCIT Student Housing Contract

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The Housing Offer, the Student Housing Handbook, and this Student Housing Contract together form the housing agreement and are collectively referred to as the “**License Agreement**”. To the extent of any inconsistency between the Housing Offer, the Student Housing Handbook and this Student Housing Contract, the provisions of this Student Housing Contract shall prevail. By signing and accepting the License Agreement, you confirm that:

- a) you are accepting the Housing Offer from BCIT for your assigned Room managed and operated by the Student Housing Office;
- b) you have read, understood, and are capable of entering into the License Agreement;
- c) you are incurring certain financial obligations to BCIT;
- d) you agree to comply with the terms and conditions as set out in the License Agreement.

## 1. Definitions

In this Student Housing Contract, the following words and expressions have the following meanings and cognate expressions bear corresponding meanings:

- a) “**BCIT**” means British Columbia Institute of Technology, having an office at 3700 Willingdon Avenue, Burnaby, British Columbia, Canada V5G 3H2;
- b) “**Commencement Date**” means the date on which the License Agreement is accepted and signed by you via the Student Housing Portal;
- c) “**Damage Deposit**” means the sum of money you provided to and held by BCIT as set out in Section 8;
- d) “**Eviction Date**” means date set out as such in the Eviction Notice;
- e) “**Eviction Notice**” means a formal written notice issued by the Associate Director, Housing, which notice shall stipulate an Eviction Date and further move-out instructions.
- f) “**Housing Fees**” means the fees payable by you to BCIT in connection with your Student Housing as set out in your Housing Offer, or otherwise payable by you to BCIT pursuant to the License Agreement including, but not limited to, any Student Housing parking fees, costs associated extensions of the Contract Term, charges to your student account and any other amounts owed by you to BCIT as a result of a breach by you of the License Agreement;
- g) “**Housing Offer**” means the written letter offer from BCIT for Student Housing delivered to you electronically via the Student Housing Portal;
- h) “**Move-In Date**” means the date indicated as the move-in date in your Housing Offer, or such other date as agreed upon in writing by you and the Student Housing Office;
- i) “**Move-Out Date**” means the date indicated as the move-out date in your Housing Offer, or such other date as agreed upon in writing by you and the Student Housing Office;
- j) “**Notice to Vacate Form**” means the written notice which you are required to provide to BCIT to inform BCIT of your intention to vacate your Student Housing, which form can be found on the Student Housing Portal;
- k) “**Room**” means the room assigned to you by the Student Housing Office, as set out in the Housing Offer;
- l) “**Student**” or “**you**” means the student as identified in this Student Housing Contract and the Housing Offer;
- m) “**Student Housing**” means student housing offered by BCIT to you within the Student Housing Buildings, including the Room and any Student Housing parking;
- n) “**Student Housing Buildings**” means the following buildings situated at BCIT’s Burnaby Campus: SW07, SW10, SW11, SW12, SW13, SW14, SW15, and SW16.
- o) “**Student Housing Contract**” means the student housing contract as set out in this document;
- p) “**Student Housing Handbook**” means BCIT’s Student Housing Handbook, a copy of which has been made available to you in electronic form via the Student Housing Portal, as may be updated or amended by BCIT from time to time in accordance with Section 3 of this Student Housing Contract;
- q) “**Student Housing Office**” means the Student Housing Office, located at Building SW7, 4200 Willingdon Avenue, Burnaby, British Columbia, Canada, V5G 4J3;
- r) “**Student Housing Portal**” means the student housing portal, which can be accessed here: <https://bcit.starrezhousing.com/StarRezPortalX/926F8E1B/1/1/Home-Home?UrlToken=DF84E3CF>;
- s) “**Termination Date**” means the date on which the License Agreement is terminated, being the Move-Out Date or such other date pursuant to the provisions of Sections 28, 29 or 30.

## 2. Contract Term

The term of this License Agreement commences on the Commencement Date and ends on the Termination Date (the “**Contract Term**”).

## 3. Amendments to License Agreement

BCIT may, at any time and from time to time, revise the terms of the License Agreement by sending you an electronic notification of the applicable revision(s) via the Student Housing Portal (the “**Notification**”). Any changes to the License Agreement will be effective and binding on and from the date set out in the applicable Notification. If no date is set out in the Notification, any

changes will be effective one week from the date the Notification was sent via the Student Housing Portal. Note that BCIT reserves the right to implement changes immediately when, in the opinion of BCIT's Associate Director, Student Housing or his or her designate, the health or safety of any person may be adversely affected by a delay.

#### 4. Room Assignment

BCIT will attempt to accommodate special requests (e.g. single gender suite) but cannot guarantee any particular type of room or accommodation. The License Agreement is not void or voidable on the basis that you do not receive a particular type of room or accommodation.

BCIT reserves the right at any time and from time to time, with or without notice, to assign or change roommates or to change gender room assignments, building, room, room type or suite assignments to consolidate vacancies, or for any other purpose. BCIT is not responsible for any moving costs, or room rate changes.

Notwithstanding the aforementioned provisions, priority access is given for the following groups: Students with disabilities that impact their housing needs (as verified by BCIT Accessibility Services), indigenous students, and students who were formerly youth-in-care.

#### 5. Eligibility

To be eligible to apply and remain in Student Housing, you must be actively attending classes in a cohort-based, full-time BCIT program. Please note that you are required to notify the Student Housing Office immediately and in writing of any changes to your eligibility. If you fail to maintain the eligibility requirements to remain in Student Housing, you will be required to vacate Student Housing, the first Sunday occurring immediately after your eligibility changes.

#### 6. Compliance with Laws and BCIT Policies, etc.

You agree to comply with all of the terms and conditions of the License Agreement, and to abide by all federal, provincial and local government laws, regulations and bylaws and all BCIT rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time.

To the extent that there is any discrepancy between matters dealt with both in the License Agreement and any other document published by the Student Housing Office, the provisions of this Student Housing Contract will prevail.

#### 7. Construction and Maintenance

There may be ongoing maintenance, renovation and construction projects occurring in and around Student Housing Buildings from time to time. Construction and maintenance work generally occurs during regular business hours, but may at times begin earlier or extend into evenings or weekends, and ongoing projects will continue through exam periods. BCIT will take measures to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. You may be required to temporarily or permanently relocate to facilitate construction, maintenance or renovations to or around your Student Housing Building. There will be no compensation or reduction in Housing Fees due to any disruption or relocation associated with ongoing construction projects or maintenance or renovation requirements.

#### 8. Confirmation Fee and Damage Deposit

A non-refundable confirmation fee (the "**Confirmation Fee**") is due and payable as per the terms in your Housing Offer. If the Contract Term is 12 weeks or shorter the Confirmation Fee shall be converted to a portion of your Housing Fee on the Move-In Date. If the Contract Term is longer than 12 weeks the Confirmation Fee shall convert to the Damage Deposit on the Move-In Date. Damage Deposit will be held by BCIT for the duration of the Contract Term.

If at any time you fail to observe or perform any of your obligations under the License Agreement, BCIT may, in addition and without prejudice to its other rights under the License Agreement or at law, apply the Damage Deposit, or so much thereof as is necessary, to compensate BCIT on account of costs, loss or damage suffered by BCIT by reason of your breach (the "**Damages**"). If BCIT so applies the whole or part of the Damage Deposit to the Damages and the Damages exceed the Damage Deposit, you will remit to BCIT forthwith on demand a sum equal to the balance of the Damages after deduction of the Damage Deposit.

No interest is payable to you on any amount held by BCIT, including the Confirmation Fee, Damage Deposit and Housing Fees.

Within thirty (30) days of the last day of the Termination Date, BCIT will credit to your myBCIT account any balance of the Damage Deposit which is in the possession of BCIT at that time.

## 9. Damages and Costs

You are responsible for all loss of property and damages (including all associated service or administrative costs) that you or your guest(s) cause to your Room, any Student Housing Building or other BCIT property, whether intentional or unintentional. BCIT will charge all related costs to your student account and will provide you with written notice of such charge via the Student Housing Portal. You agree to submit payment for these costs to BCIT on or before the payment deadline as notified to you via the Student Housing Portal. You may be charged a late payment fee for any overdue payment, based on applicable policies and procedures as implemented by BCIT from time to time.

If BCIT is unable to determine who is responsible for damage, destruction and/or loss to a common area space, the cost of such damage, destruction and/or loss, and all related costs associated with cleaning and repair, may be divided and assessed equally between or among the students living within a particular unit (e.g. the suite or floor) if the Student Housing Office reasonably believes that multiple students within the unit were involved.

## 10. Denial of Other BCIT Services

In addition to any other remedies available to BCIT pursuant to the License Agreement or at law, BCIT may suspend your student privileges and deny you student services if any Housing Fees, other fees, assessments, damages, costs or other amounts owed by you to BCIT pursuant to the License Agreement remain unpaid.

## 11. Confidentiality

Terms of the License Agreement will be treated as confidential by both you and BCIT.

You acknowledge and agree that, notwithstanding any wording in the License Agreement, BCIT is a public body subject to the British Columbia *Freedom of Information and Protection of Privacy Act* and that all information or materials supplied to BCIT by, or obtained or created by BCIT for, you under the License Agreement is subject to that legislation.

## 12. Disclosure of Personal Information

You acknowledge that BCIT is subject to and complies with the *Freedom of Information and Protection of Privacy Act* in connection with personal information it collects in relation to student housing and related services. Personal information about you may be collected, used and disclosed by BCIT for the purposes of providing housing and related services to you, for enforcing and administering rules established by BCIT from time to time in connection with its housing programs and for safety and other related purposes. The emergency contact information that you provide may also be used and disclosed in responding to emergencies or risks to your health or safety. We may also use and disclose personal information for law enforcement purposes and other purposes permitted under the *Freedom of Information and Protection of Privacy Act*.

## 13. Dispute Resolution

If any dispute arises out of or relating to the License Agreement at any time before or after the Termination Date, you agree with BCIT that we will attempt to resolve the dispute amicably through confidential good-faith discussions.

If we cannot resolve the dispute within ten (10) business days, or such longer period as we may agree in writing, then we will submit the dispute to be settled confidentially by a single neutral arbitrator under the *Arbitration Act* (British Columbia) and the rules of the Vancouver International Arbitration Centre. If we cannot agree on an arbitrator within ten (10) business days after the dispute is referred to arbitration then the Vancouver International Arbitration Centre will appoint the single arbitrator. The arbitrator will apply the federal laws of Canada and the provincial laws of British Columbia. The arbitrator's decision will be final and binding, and judgment on the decision may be entered in any court of competent jurisdiction. The arbitration hearing will be held in Burnaby, British Columbia and will be conducted in English. We will share equally in the arbitrator's fees and expenses and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs in connection with the arbitration.

## 14. Governing Law and Jurisdiction

The License Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the Parties attorn to the exclusive jurisdiction of the British Columbia courts.

### 15. Insurance

BCIT carries insurance for its own benefit and does not provide you with general insurance, liability insurance or property insurance for your personal belongings. You are strongly advised to ensure that all of your personal effects used or stored anywhere within a Student Housing Building are covered by a private insurance policy covering both loss of personal property and liability for personal injury and property damage.

### 16. Liability

BCIT is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause or location. BCIT is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about any Student Housing Buildings or any BCIT campus, including while engaged in activities organized or sponsored by BCIT. Without limiting the generality of the foregoing, BCIT shall not be responsible for injury, damage or loss to you or your guests due to:

- a) use of BCIT's facilities and equipment including, but not limited to, exercise equipment, sports equipment, barbecues, and tennis courts;
- b) participation in socials, dances, plays or other organized or sponsored activities; and
- c) participation in organized or sponsored off-campus activities including ski trips and tours.

You will not do, or permit to be done, any act or thing that may render void or voidable any BCIT insurance policy.

### 17. Indemnity

You agree to indemnify and save harmless BCIT and BCIT's Board of Governors, directors, officers, employees, faculty, representatives and agents from and against any expense, loss, damage suffered and liability of any kind and every nature, that can or may arise, directly or indirectly, either before or after the License Agreement ends, and whether asserted by third parties or otherwise, relating to or arising from your breach or non- performance of any term or condition of the License Agreement.

### 18. Limitation of Liability

If, despite the disclaimers of liability contained in the License Agreement, BCIT is held liable to you or any third party for any reason in respect of the Student Housing or otherwise under or relating to the License Agreement, BCIT's maximum liability will be the total Housing Fees received by BCIT from you under the License Agreement.

### 19. Moving In

You are required to personally check-in with the Student Housing Office on your specified Move-In Date and at the scheduled move-in time ("**Move-In Time**") to receive your keys to your Student Housing (the "**Check-In**"). If you fail to Check-In by the scheduled Move-In Time without making prior arrangements for a different Move-In Time with the Student Housing Office, the License Agreement will automatically terminate, and you will forfeit your Room and non-refundable confirmation fee.

BCIT will not accept or store any of your personal property delivered to BCIT prior to your Move-In Date.

A pre-inspection will be conducted by BCIT and photographs of your Room will be saved under the Student Housing Portal.

### 20. Moving Out

You shall vacate your Room and return all Student Housing keys to the Student Housing Office by 12:00pm on the Move-Out Date. If you fail to do so without receiving express written permission from the Student Housing Office for a late check-out, you may be charged additional fees based on applicable policies and procedures as implemented by BCIT from time to time. You may also be charged for any costs incurred by BCIT in connection with providing alternate accommodation to any new student scheduled to move into the Room, if applicable.

Your Room must be clean and tidy at the time of check-out. You must not leave any personal belongings in your Room, within any common areas or anywhere else within or around a Student Housing Building after your check-out. The Student Housing Office will consider any personal items to be abandoned, all items will be removed and discarded as at the Move-Out Date and any costs associated with such removal will be charged to your student account.



After check-out, the Student Housing Office will inspect your Room, together with any common areas, as applicable. You may participate in a move-out inspection to verify the condition of your Room subject to making prior arrangements with the Student Housing Office. BCIT may, in addition and without prejudice to its other rights under the License Agreement or at law, apply the Damage Deposit, or so much thereof as is necessary, to compensate BCIT on account of costs, loss or damage suffered by BCIT by reason of: (i) required cleaning services, (ii) missing items, and (iii) Damage sustained to the Room and/or any common areas, as applicable (collectively referred to as **“Move-Out Damages”**). If BCIT so applies the whole or part of the Damage Deposit to the Move-Out Damages and the Move-Out Damages exceed the Damage Deposit, you will remit to BCIT forthwith on demand a sum equal to the balance of the Move-Out Damages after deduction of the Damage Deposit.

BCIT may deem your Room abandoned when:

- a) a substantial amount of your personal property is removed and your Housing Fees are unpaid after the date that they are due; or
- b) a substantial amount of your personal property is removed after your Move-Out Date has passed; or
- c) your Housing Fees remain unpaid after the date they are due and BCIT has not received a response from you for a period of no less than 10 days after sending you a notification via the Student Housing Portal.

If BCIT deems your Room to be abandoned, BCIT may enter your Room and, in addition to any additional rights that BCIT may have, may re-assign your Room. In doing so, BCIT may enter the Room without notice or liability to you for any damage. You acknowledge and agree that in the case of abandonment, BCIT will remove and dispose of your personal property without compensation to you and will not be obligated to store such belongings or to sell them or otherwise recover their value.

## 21. Overholding

If you remain in occupation of your Room after your Move-Out Date or your Eviction Date, no new right of occupation is thereby created and BCIT may, without notice, enter and take possession of your Room, remove you and all other persons and property and use such force and assistance as BCIT deems necessary to retake possession of your Room. In this situation, any fees paid to BCIT under the License Agreement shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly acknowledged by BCIT’s Associate Director, Student Housing or his or her designate. If the Associate Director, Student Housing or his or her designate has provided such written acknowledgement, then any right of occupation that is thereby created shall be for the period contained in such written acknowledgement, at the Housing Fees previously payable for your Room, and subject to the terms and conditions of the License Agreement for the occupancy period.

## 22. Rates and Payments

You agree to pay to BCIT the Housing Fees and such other fees, including any Student Housing parking fees, in accordance with the provisions as set out in the Housing Offer and as set out in your Student Housing Portal. Housing Fees per term are based on stays that are longer than 12 weeks, or per night for stays that are 12 weeks or shorter. If for any reason it becomes necessary to calculate any Housing Fees for a lesser period than the Contract Term, an appropriate daily pro-rata adjustment will be made by the Student Housing Office. A charge equal to 10% of the outstanding balance will be applied to any Housing Fee and other related fees, including parking fees and activity fees, not paid within ten (10) days in which the payment is due. A hold will also be placed in your myBCIT account. A failure to pay within thirty (30) days without an approved payment plan in place will result in termination of the License Agreement. Any outstanding fees remaining after the Termination Date will be forwarded to a collection agency.

## 23. Residential Tenancy Act

You hereby acknowledge and agree that nothing in the License Agreement creates any relationship other than that of licensor and licensee and the License Agreement does not create a lease or other interest in land. As expressly stated in the *Residential Tenancy Act* (British Columbia). The *Residential Tenancy Act* (British Columbia) does not apply to the License Agreement or to your occupation of your Room.

## 24. Pests

You shall not allow conditions to exist that, in the opinion of BCIT, may encourage the infestation or propagation of insects, rodents or other vermin in or around your Room and the Student Housing Buildings. You are required to promptly report the presence or suspected presence of pests (including bedbugs) in your Room or the Student Housing Buildings to the Student Housing Office.

## 25. Repairs, Maintenance and Alterations

All repairs, maintenance, and alterations to Student Housing Buildings and your Room must be carried out by authorized BCIT personnel, including external contractors. You are not permitted to repair or alter your Room or Student Housing Building in any way including, but not limited to, putting holes in the walls, painting or wallpapering. You must promptly report any repair or maintenance issues to the Student Housing Office.

You are required to prepare your Room for maintenance and/or pest treatment, in accordance with instructions from the Student Housing Office. If you fail to follow the directions, you may be held responsible for the cost of rescheduled or additional work of your Room, or of other portions of the Student Housing Buildings.

The Student Housing Townhouses which were built over 30 years ago contain encapsulated asbestos, which does not pose a hazard if undisturbed. Asbestos can generally be found in texture coating on ceilings, drywall joint compound, floor tiles and leveling compound beneath floors, mechanical insulation, pipe elbows and fittings still present in basement and storage rooms and in caulking/mastic on windows. If floors, walls or areas and other building materials are damaged or exposed, or you have any concerns with respect to the condition of a space within the relevant Student Housing Townhouses, you are asked to immediately contact the Student Housing Office.

Lead is also known to be present in some building materials on campus, particularly in paints and surface coating materials. To prevent the disturbance of lead containing building materials, do not put any holes in the walls and promptly report any drywall damage to the Student Housing Office.

## 26. Room Entry

Authorized BCIT personnel may enter the Student Housing Buildings or your Room, at any time, without prior notice for any of the following reasons:

- a) to ensure the health and safety of any individual;
- b) to provide access to emergency responders (including, but not limited to, police, ambulance and fire) to ensure the health and safety of any individual;
- c) to inspect, investigate or take action to address an ongoing source of disruption or nuisance or pests.
- d) to make emergency repairs to your Room or Student Housing Building, or to investigate the need to make urgent repairs to any portion of your Room or Student Housing Building;
- e) to make repairs to your Room that are required or that have been requested by you or a previous occupant and approved by the Student Housing Office;
- f) where it is believed that you are in breach of any term or condition of the License Agreement, for the purpose of investigating such breach;
- g) you have granted BCIT personnel permission to enter your Room; or
- h) BCIT believes you have abandoned or vacated your Room.

BCIT will provide you with a minimum of 24 hours' notice to enter your Room for reasons other than those identified above. Note that authorized BCIT personnel may enter your Room for inspection purposes each academic term and will provide a minimum 24 hour notice prior to inspection.

## 27. Security

You are responsible for taking reasonable precautions to ensure that your Room and the Student Housing Building in which it is located are protected from a breach of security. This includes, but is not limited to, locking your room door(s) and window(s), not propping building entrance doors open, not permitting unknown persons to follow you into a Student Housing Building and immediately reporting strangers or security concerns to BCIT Safety, Security, and Emergency Management. You may be asked by the Student Housing Office or BCIT's Campus Security to produce photo identification at any time.

## 28. Termination prior to Move-In Date

Should you wish to terminate the License Agreement prior to the Move-In Date, written notice of termination shall be provided to BCIT.

If you terminate the License Agreement prior to the Move-In Date, you will forfeit the Confirmation Fee unless you provide the Student Housing Office with satisfactory evidence that:

- a) Your admission status was changed by BCIT (withdrawing from your studies for personal reasons will not satisfy this requirement nor will the findings of a BCIT non-academic student conduct investigation);
- b) You are required to withdraw from your studies as a result of documented medical reasons; or



- c) You are a foreign national and were unable to obtain the necessary official documentation to study in Canada.

## 29. Termination prior to Move-Out Date

Should you wish to terminate the License Agreement after the Move-In Date and prior to the Move-Out Date, you shall provide to BCIT a Notice to Vacate via the Student Housing Portal.

Although you have the ability to terminate the License Agreement and vacate your Room you will remain obligated to pay all Housing Fees owed for the remainder of the Contract Term and for any other charges or fees charged against your account by the Student Housing Office, unless you are able to provide:

- a) the Notice to Vacate at least thirty (30) days prior to your move-out; or
- b) the Student Housing Office with satisfactory evidence that:
  - (i) BCIT has changed your enrollment status or location (withdrawing from your studies for personal reasons will not satisfy this requirement);
  - (ii) you no longer meet BCIT's eligibility requirement for living in Student Housing (changing your eligibility status for personal reasons does not meet this requirement); or
  - (iii) you were required to withdraw from BCIT studies due to documented medical reasons,

in which event, no further Housing Fees will be payable and Housing Fees which were prepaid for the full Contract Term will be pro-rated accordingly and refunded by BCIT crediting same to your myBCIT account within thirty (30) days after BCIT confirms compliance with the aforementioned provisions.

## 30. Termination by BCIT

If at any time,

- a) you fail to pay to BCIT when due, any Housing Fees or other amounts owed to BCIT pursuant to the License Agreement or otherwise;
- b) you do not, or no longer, meet BCIT's eligibility criteria for living in a Student Housing Building;
- c) BCIT becomes aware that you provided BCIT with false or misleading information in order to secure Student Housing;
- d) you fail to comply with any provision of the License Agreement or any other applicable policy as implemented by BCIT from time to time; or
- e) the Student Housing Building in which you reside is scheduled for major refurbishing or demolition;

then, in addition to any other available remedies, BCIT may, terminate the License Agreement and any other housing-related agreement between you and BCIT and shall issue an Eviction Notice to you. Subject to the provisions of the Eviction Notice, BCIT may re-enter and take possession of your Room, remove you and all other persons and property and use such force and assistance as BCIT deems necessary to take possession of your Room. Students will be responsible for any costs associated with this process.

In the event that the License Agreement is terminated, and you are evicted, you will remain indebted to BCIT for the balance of your Housing Fees owing for the remainder of the Contract Term, and for any other charges or fees charged against your account by the Student Housing Office. Any student who is evicted from a Student Housing Building may, at BCIT's sole discretion, be banned from Student Housing Buildings indefinitely, or for a set period of time.

## 31. Unauthorized Occupancy and Assignment

All of the rooms within the Student Housing Buildings are single occupancy only. You are not permitted to share your Room with any other person. You are not permitted to sublet, lend, or assign your rights under the License Agreement, in whole or in part, to another person or corporate entity, including without limiting the generality of the foregoing, short-term rental arrangement, regardless of whether or not money or other consideration is exchanged.

## 32. BCIT's Performance

BCIT, insofar as it is within BCIT's reasonable control, will provide you with a license to occupy your Room during the Contract Term pursuant to the terms of the License Agreement. To the extent that BCIT is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under the License Agreement by any cause beyond its control, BCIT shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in Housing Fees or compensation as a result thereof. Without restricting the generality of the foregoing, BCIT shall not be responsible for:

- a) failing to meet its obligations under the License Agreement due to a strike by its employees, a lock-out of employees by BCIT or any other form of job action or labour unrest; acts of God including, but not limited to fires, floods, storms or earthquakes; intervention by civilian or military authorities; acts of war or terrorism; public health emergencies; or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or
- b) the failure to provide any utility to a room, or Student Housing Building, or a reduction in the quality or quantity of a utility, whether such utility is provided by BCIT or by a third-party service provider.

### 33. General

- a) **Persons Bound.** The License Agreement enures to the benefit of and is binding on the parties and their respective successors and permitted assigns.
- b) **Further Assurances.** Each party will promptly sign and deliver all documents and take all action as may be necessary or desirable to effectively carry out the intent and purposes of the License Agreement, to protect the parties' interests and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under the License Agreement.
- c) **Waiver.** A waiver of any term of the License Agreement or of any breach of the License Agreement is effective only if it is in writing and signed by the parties and is not a waiver of any other term or any other breach.
- d) **Entire Agreement.** The License Agreement constitutes the entire agreement between the parties regarding its subject-matter and supersedes all prior agreements, understandings, negotiations and discussions between the parties.
- e) **Severability.** Any provision of the License Agreement that is held to be invalid, illegal or unenforceable will be deleted from the License Agreement and the remaining provisions will continue in full force and effect.
- f) **Time.** Time is of the essence in the License Agreement.
- g) **Survival.** Section 8 (*Confirmation Payment and Damage Deposit*), Section 9 (*Damages and Costs*), Section 11 (*Confidentiality*), Section 12 (*Disclosure of Personal Information*), Section 13 (*Dispute Resolution*), Section 14 (*Governing Law and Jurisdiction*), Section 16 (*Liability*), Section 17 (*Indemnity*), Section 18 (*Limitation of Liability*), Section 22 (*Rates and Payments*), Section 33 (*General*) and all other provisions of the License Agreement that are reasonably necessary for the interpretation of the License Agreement or to give effect to the License Agreement continue in force indefinitely, even after the License Agreement ends.
- h) **Authority.** Each party confirms that it has read the License Agreement and that the person(s) executing the License Agreement on its behalf is (are) authorized to bind that Party.
- i) **Counterparts.** The License Agreement may be executed in counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute the License Agreement. Any party may deliver a counterpart signature page by digital or electronic transmission.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this License Agreement on:

\_\_\_\_\_

(DATE)

British Columbia Institute of Technology
Student

By: \_\_\_\_\_  
Name: Enter the name of the person signing  
Title: Enter the title of the person signing

By: \_\_\_\_\_  
Name: Enter the name of person signing