



Alpha Delta Phi Alumni Association of British Columbia

Location / Mailing Address:
ADP Fraternity Residence
UBC Campus
6-2880 Wesbrook Mall
Vancouver, BC V6T 2J3

Contact:
Resident House Manager
Office (#213): 604-222-9891
Email: ADPHouseUBC@gmail.com
Web: www.alphadelt.ca

RESIDENCY CONTRACT AGREEMENT

ALPHA DELTA PHI HOUSE

Parties applicable to this Residency Contract:

1. Alpha Delta Phi Alumni Association of British Columbia (hereinafter called the “**Society**”) is the Owner, by way of a lease with the University of British Columbia, of the strata house at #6 – 2880 Wesbrook Mall, Vancouver BC (hereinafter called the “**House**”);
2. The House is used by the British Columbia Chapter of the Alpha Delta Phi Fraternity (hereinafter called the “**Fraternity**”), a Greek Letter Society associated with the Society; and
3. The undersigned resident (hereinafter called the “**Resident**”) who has agreed to become a resident of the House and will be entering into a contract (hereinafter called the “**Residency Contract**”) with the Society which allows the Resident usage of the House and confirms occupancy of a room.

Upon signing and submitting this Residency Contract to the Society (along with all other applicable forms and fees) and then receiving written confirmation of acceptance for residency at the House from the Society, the Resident and the Society agree to enter into this contract and to the terms as follows:

1. The Terms and conditions set out in the mandatory terms attached hereto as Schedule “A” (hereinbefore and hereinafter called the “**Mandatory Terms**”) shall be deemed to be incorporated in and form part of this Residency Contract and the parties hereto shall comply with all of the terms, covenants and conditions set out in those Mandatory Terms. *NOTE: The Resident has been supplied a copy of the Mandatory Terms and it is his/her responsibility to review, understand, and agree to each guideline, term, or provision enclosed BEFORE signing this Residency Contract.*
2. If there is a conflict between any written or verbal agreement provided by the Society or the terms of the Residency Contract with any of the terms and conditions contained in the Mandatory Terms, then the terms and conditions contained in the Mandatory Terms shall prevail. This Residency Contract is also applied in conjunction with the Fraternity Village Strata Residency Contract. If there is a conflict between any of the terms of either of those contracts, the Fraternity Village Strata Residency Contract shall prevail.
3. During the residency period, the Society and its agents shall have all of the powers assigned to it in accordance with the Mandatory Terms and each of the parties hereto shall comply with all decisions made by the Society in accordance with the Mandatory Terms.
4. The residency period of this Agreement shall commence on the date hereof and shall continue in full force and effect until the later of the date the Resident is no longer a resident of the House (for whatever reason) or the date the Residency Contract is terminated (for whatever reason).
5. House services and the Mandatory Terms as per this Residency Contract can only be altered or revised by the Society and its agents. This can be done at anytime during tenancy to address the immediate and unique issues that may arise in this communal-living student residence environment. It may not be possible to provide proper notification of such changes in all situations; however, it is the Resident’s responsibility to be informed and comply with any such changes.

As per the declaration above, the Resident also agrees to and understands the following terms and conditions:

1. House rental and room & board rates may be changed at the discretion of the Society. The Resident will be given two (2) months advance notice of any such rate changes. With any rate change, the Resident will be given an opportunity to re-evaluate their lease agreement (as applicable) without penalty; however, the Resident must respond as per their intentions for further tenancy no later than one (1) month prior to the rate change date or else it will be determined that the Resident agrees to the aforementioned rate changes.
2. ‘ADP’ rates (as defined within this contract) only apply to initiated members of the Fraternity who are in ‘good standing’ as verified by the Society and determined by the Fraternity Executive. Fraternity subsidies in any form are not guaranteed and are administered solely at the discretion of the Society. Fraternity subsidies may be revoked at anytime and only one (1) month advance notice must be provided. Associate Members or ‘pledges’ will not be eligible for ADP rates until the month following their full Initiation into the Fraternity (as verified by the Society and evaluated by the Fraternity Executive) - with any lease terms adjusted after that point for the remainder of the lease and any advance payments refunded accordingly.
3. The Fraternity and the Society are separate and distinct organizations. For all intents and purpose of this Residency Contract, the Fraternity and its membership DO NOT have prevailing authority over the Society or individual tenants to dictate or enforce House policy; however, in certain cases, the Society may permit the Fraternity and / or certain members to act as its agent. Further, the Fraternity and its membership are granted some special privileges regarding usage of the House by the Society that, in

some cases, may supercede House usage rights of the individual tenant. In such cases, the Resident is expected to comply fully with any reasonable request or restriction.

4. The Resident fully understands that the House is a 'communal' living environment, which means that all residents and their guests share the common areas of the House equally and these individuals have certain implied responsibilities toward House security, safety, cleanliness, etc (see 'Mandatory Terms' for clarification). Although there is a resident House Manager on-site (part-time) and the Society will make every reasonable attempt to ensure that all residents abide by the Mandatory Terms at all times, the Resident will certainly require patience and tolerance regarding various privacy, conduct, and House usage issues. If the Resident has any concerns as to the latter, he/she is responsible to confirm that the House environment fits their needs and lifestyle BEFORE signing this Residency Contract.
5. If entering into a lease arrangement with the Society, the Resident is committing to full rental payment for the entire period of the lease and he/she cannot change the terms or period of the lease without penalty once this contract is executed. Please read the Mandatory Terms for clarification and details regarding various residency arrangements with the Society.
6. If the Resident is a minor (i.e. younger than 19yrs of age) as per the execution date of this Residency Contract, then his/her parent or guardian must co-sign to ensure that the contract terms have been reviewed and understood with adult supervision. By co-signing, the parent or guardian of the Resident knowingly commits to any and all legal and financial responsibility with regards to their child and this Residency Contract with the Society.

Residency Contract terms:

The specific terms of the residency period at the House and the contract arrangement between the Resident and Society are outlined as follows. These terms and this Residency Contract are NOT binding until reviewed, accepted, confirmed, and executed by the Society.

NOTE: Please check the applicable Residency Contract option you are applying for. Also, fill in the residency start and end month.

DEPOSIT = \$450			
WINTER SESSION (Sept. – Apr.)	Room & Board	SUMMER PERIOD (May – Aug.)	Room Only
ADP Brothers		ADP Brothers	
<input type="checkbox"/> 8-month lease (Sept. – Apr.) = \$750 per month		<input type="checkbox"/> 4-month lease (May – Aug.) = \$375 per month	
<input type="checkbox"/> 4-month lease (Sept. – Dec. or Jan. – Apr.) = \$750 per month		<input type="checkbox"/> Month-to-month = \$450 per month	
General Boarders		General Boarders	
<input type="checkbox"/> 8-month lease (September - April) = \$825 per month		<input type="checkbox"/> 4-month lease (May – Aug.) = \$450 per month	
<input type="checkbox"/> 4-month lease (Sept. – Dec. or Jan. – Apr.) = \$825 per month		<input type="checkbox"/> 3-month lease (June – Aug.) = \$500 per month	
		<input type="checkbox"/> Month-to-month = \$500 per month	

Contract Amendments (<i>filled-in by the HM only, both parties initial to confirm</i>)	HM	Resident
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESIDENCY PERIOD	_____ 20____	_____ 20____	
	<i>Month Year</i>	<i>Month Year</i>	
	START	END	

In witness thereof, the parties hereto agree to the contract terms and have executed this Agreement:

RESIDENT: _____
Print Name

Signature

HM: _____
Print Name

Signature

PARENT / GUARDIAN: _____
Signature (required if resident younger than 19yrs old as of residency start date)

Date Submitted: _____ 20____
Day Month Year

Date Executed: _____ 20____
Day Month Year