

# FRATERNITY VILLAGE STRATA CORPORATION

## RESIDENCY CONDUCT AGREEMENT

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### WHEREAS:

- A. Alpha Delta Phi Alumni Association of British Columbia (hereinafter called the “**Housing Corporation**”) is the Owner, by way of a Lease, of the House located on the strata lot situate at #6 – 2880 Wesbrook Mall, Vancouver, BC, V6T 2J3 (hereinafter called the “**House**”);
- B. The Housing Corporation is a member of The Owners Strata Plan BCS 571 (hereinafter called the “**Strata Corporation**”);
- C. 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 Housing Corporation; and
- D. The undersigned resident (hereinafter called the “**Resident**”) is or has agreed to become a resident of the House and has or will be entering into a contract (hereinafter called the “**Residency Contract**”) between the Resident and the Housing Corporation which allows the Resident to use the House and the Resident’s Room (as defined in the Mandatory Terms).

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the Housing Corporation agreeing to enter into the Residency Contract, the Resident, Housing Corporation, Fraternity and the Strata Corporation covenant and agree, each with the other, 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 the Residency Contract and the parties hereto shall comply with all of the terms, covenants and conditions set out in the Mandatory Terms.
2. If there is a conflict between any of the terms of the Residency Contract and any of the terms and conditions contained in the Mandatory Terms, then, the terms and conditions contained in the Mandatory Terms shall prevail.
3. During the Term, the Strata Corporation shall have all of the powers assigned to the Strata Corporation in accordance with the Mandatory Terms and each of the parties hereto shall comply with all decisions made by the Strata Corporation in accordance with the Mandatory Terms.
4. The Term (hereinbefore and hereinafter called the “**Term**”) 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.
5. IMPORTANT NOTICE TO THE RESIDENT (FORM K *STRATA PROPERTY ACT*)
  - a) Under the *Strata Property Act*, a resident in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (the current bylaws and rules are attached as Schedule “B”),

- b) The current bylaws and rules may be changed by the strata corporation, and if they are changed, the Resident **must** comply with the changed bylaws and rules.
- c) If a Resident or a person visiting the Resident or admitted by the Resident for any reason, contravenes a bylaw or rule, the Resident is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on this:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*NOTE: Resident to print and sign their name as indicated, to be witnessed by the ADP House Manager who will also print and sign his name. ADP House Manager is to submit the Residency Conduct Agreement to the ADP Alumni House Director forthwith. The ADP Housing Corporation authority and Strata Plan Owners will sign once this agreement is received and approved. The ADP House Manager will also provide the Resident with the 'Schedule A – Mandatory Terms' on the date of signing for their reference regarding their responsibilities toward the terms and conditions of this Residency Conduct Agreement.*

\_\_\_\_\_  
**Witness** (please print name)

**ALPHA DELTA PHI HOUSING CORPORATION  
(Representative - House Manager)**

Per

\_\_\_\_\_  
Authorized Signatory (please sign here)

\_\_\_\_\_  
**Resident** (please print name)

**BRITISH COLUMBIA CHAPTER OF THE ALPHA DELTA PHI FRATERNITY  
(Member or Unaffiliated Resident)**

Per

\_\_\_\_\_  
Authorized Signatory (please sign here)

\_\_\_\_\_  
**ADP Authority** (please print name)

**ALPHA DELTA PHI ALUMNI ASSOCIATION OF BRITISH COLUMBIA  
(Representative - Housing Corporation)**

Per

\_\_\_\_\_  
Authorized Signatory

**THE OWNERS STRATA PLAN BCS 571**

Per

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory