

GROUP ACCOMMODATIONS – MASTER ACCOUNT AGREEMENT

THIS AGREEMENT made as of: Thursday, February 06, 2020

BETWEEN

(INSERT GROUP NAME) (the "Group") Group Coordinator: ADDRESS CONTACT INFO

AND

UWinnipeg Downtown Hostel (the "University" or "Hostel") Campus Living, University of Winnipeg 515 Portage Avenue Winnipeg, MB, R3B 2E9 1.204.789.1486 hostel@uwinnipeg.ca

ROOM BLOCK

ROOM/SERVICE TYPE	DATES	NUMBER OF NIGHTS	NUMBER OF ROOMS BLOCKED	RATE	AMOUNT PER ROOM/SERVICE FOR TOTAL NIGHTS
Single Room					
Double Room					
VIP Suite					
Linens & Cleaning		Initial linens and cleaning included			
Subtotal:					
Taxes at 17.25%					
Total Room Charges and Taxes (\$CDN):					

BILLING SUMMARIES

TOTAL ROOM BLOCK COMMITMENT (PRE-TAX):

REQUIRED DEPOSIT:

TOTAL COST INCLUDING TAXES

Room Block	
Required Deposit	
Balance Before Arrival	



PAYMENT STRUCTURE:

Valid credit card information is required upon signing of this Agreement. Full payment must be processed at least 5 business days before the group's arrival date:

PAYMENT OPTIONS:

Payments can only be made by credit card (VISA or MasterCard), unless otherwise authorized by the UWinnipeg Downtown Hostel.

DEPOSIT

(GROUP NAME) is required to pay a deposit within 5 business days to accept the Agreement and secure the booking, as per the following deposit schedule:

25% of Room Block Commitment	Due by (INSERT DUE DATE) and subject to the
(\$DEPOSIT AMOUNT)	Agreement reduction and cancellation policies.

The deposit is non-refundable and is applied towards the total balance.

REDUCTIONS/ATTRITION POLICY

Reduction or attrition is defined as a decrease from the total Room Block Commitment as determined in this Agreement. (GROUP NAME) is responsible for at least 85% of the total Room Block Commitment.

Any reductions must be made a minimum of 30 calendar days prior to the group's arrival date. The Group Coordinator is responsible for communicating any and all changes to the UWinnipeg Downtown Hostel <u>by:</u> (INSERT DUE DATE)

It is agreed that any reductions made less than 30 days prior to the group's arrival date will not be considered and the group will be responsible for 100% of the remaining Room Block Commitment, plus applicable taxes.

(GROUP NAME) may not transfer or resell its obligations under this Agreement to any third party for the purposes of reselling unused portions of its Room Block Commitment.

CANCELLATION

Cancellation is defined as the cancellation of the complete Room Block by the group. (GROUP NAME) may cancel the Agreement at any time prior to the group's arrival, upon written notice to The UWinnipeg Downtown Hostel.

In the event of a cancellation of the Agreement, the deposit will be forfeited and cancellation charges will be incurred by (GROUP NAME), plus applicable taxes. Cancellation charges are calculated based on the date UWinnipeg Downtown Hostel receives written Notice of (GROUP NAME)'s cancellation and in accordance with the following scale:



DATE OF CANCELLATION PRIOR TO ARRIVAL	CANCELLATION CHARGES
91 days or greater	forfeit deposit only
90 to 61 days	25% of Room Block Commitment + forfeit deposit
60 to 31 days	50% of Room Block Commitment + forfeit deposit
30 days or less	75% of Room Block Commitment + forfeit deposit

(GROUP NAME) may not transfer or resell its obligations under this Agreement to any third party for the purposes of reselling unused portions of its Room Block Commitment.

UWinnipeg Downtown Hostel will make every reasonable effort to resell cancelled rooms and services. If we are successful in replacing the lost business to another group, in whole or in part, the revenue generated from the resale will be deducted from the applicable cancellation charges.

ROOMING LISTS

(GROUP NAME) is responsible for submitting a rooming list with the following information for each guest: full legal name, gender, date of birth, email address, and phone number. The rooming list must be submitted to the UWinnipeg Downtown Hostel **by:** (INSERT DUE DATE)

CUSTODIANSHIP FOR MINORS

The University of Winnipeg requires all guests under the age of 18 to submit a Custodianship Form, signed by a resident of Canada age 25 or older. The custodian must agree to accept full responsibility for the guest until they turn 18. The following documents will be required:

- a. A copy of the custodian's valid government-issued photo identification showing the custodian's age;
- b. The Hostel's Custodianship Form, completed and signed by both the guest and the custodian.

A guest who is a minor will not be able to check-in to the Hostel until all the required custodianship documents are received and approved by The University of Winnipeg.

CHECK-IN/CHECK-OUT TIME

Check-in time is 3:00 p.m. If you require an earlier time, please let us know and we will do our best to accommodate your request. Check-out time is 10:00 a.m. Late check-outs will be charged the nightly room rate per room.

REFUNDS

Any credit balance, including refundable deposits, will be refunded by cheque to (GROUP NAME) within 45 calendar days of the last guest's check-out date.

PARKING



The UWinnipeg Downtown Hostel does not provide guest parking, but the following options are available for guests:

- Street Parking follow necessary street signage
- Impark lot located across from the Hostel
- Parking through the University (Richardson Lot) rates available through University of Winnipeg Parking Services: <u>https://www.uwinnipeg.ca/parking</u>.

ROOM FEATURES

Complete room features are available on our website at the following URL: <u>https://uwhostel.com/rooms</u>.

WI-FI

Only VIP Suites include Wi-Fi in the room. Single Rooms and Double Rooms <u>do not</u> feature in-room Wi-Fi, but Common Area/Lounge Wi-Fi is available 24/7 free of charge.

TERMINATION

All bookings may be terminated immediately by the University of Winnipeg in the following circumstances:

Termination of Cause

Where any of the (GROUP NAME), in the reasonable opinion of the University, materially breach any of the terms and conditions outlined in this Agreement.

Termination arising out of Force Majeure

Due to events of Force Majeure that affect the University's ability to provide the **Accommodations ("all room bookings")** and services outlined herein. Events of Force Majeure are events beyond the reasonable control of the University and include devastation to all or parts of the premises, fire, flood, earthquake, pandemic, accident, civil disturbances, construction delays, acts of terrorism, war, rationing embargoes, strikes or lockouts, delays in transportation, utility failure, inability to secure necessary materials, parts or components, delay or failure of performance of any supplier, acts of God, or acts of government.

Where an event of Force Majeure only impacts some of the accommodations, the University may only reduce the room allotment to the (GROUP NAME) and provide a refund for those rooms that can no longer be accommodated. Where (GROUP NAME) have materially breached this Agreement, the University, may, at its option, only terminate the accommodations of those (GROUP NAME) who have breached the terms and conditions outlined herein. In case of termination for breach of this Agreement, no refund shall be given.



GENERAL TERMS & CONDITIONS

All (GROUP NAME) guests are expected to adhere to the following rules & responsibilities as condition of occupying a suite in the Hostel at the University of Winnipeg.

KEYS, CARDS, AND FOBS

(GROUP NAME) guests must not lend their keys, cards, or Fobs to anyone, including other (GROUP NAME) guests. It is the (GROUP NAME)'s responsibility to report any lost or damaged keys to the Campus Living Office as soon as possible. In the event that a key is lost, replacement fees will be charged to the (GROUP NAME)'s account as follows:

• Salto Card - \$25.00; Laundry Card - \$25.00

NOISE

We strive to create a community where every guest can expect a quiet and peaceful working and sleeping environment. Immoderate noise is irresponsible behavior and is not tolerated. As a result, our guests are expected to abide by the following quiet hours.

Quiet hours are 11:00 p.m. to 8:00 a.m. Sundays to Thursdays, and 1:00a.m to 8:00 a.m. Fridays and Saturdays.

VISITORS OF (GROUP NAME)

Any individual who is invited to, accompanied on, accepted or admitted to residence property by a (GROUP NAME) guest is considered to be a visitor and is required to adhere to policies in this Agreement.

- a. <u>Arrival and Movement of Visitors:</u> Visitors may never be left unaccompanied in the building or given key/card/fob access to the building. (GROUP NAME) guests are not permitted to have overnight visitors. No visitors should be at the building between 11pm -7am. Failure to abide by this rule may result in termination of this Agreement.
- b. <u>Visitor Behavioural Expectations:</u> (GROUP NAME) guests are responsible for their visitors. In the event that the visitors causes damages, is disruptive, or conduct themselves inappropriately, they will be asked to leave the building and the group will be held accountable for their actions, regardless of whether the group participated, condoned or was aware of the behaviour.

ABANDONED ROOM AND PERSONAL PROPERTY

The room and any personal property therein may be deemed abandoned by The University if the following conditions apply after the (GROUP NAME)'s check out day:

- A substantial amount of the (GROUP NAME)'s personal property is removed or unlabeled;
- The (GROUP NAME) has not been in contact with The University.



• In such cases, The University will hold (GROUP NAME)'s possessions for 5 business days before disposing of them.

SMALL APPLIANCES POLICY

The University Small Appliances Policy applies to all University of Winnipeg property, owned or leased, including all University of Winnipeg sponsored events, and requires that all members of The University community (students, employees, volunteers, Contractors and visitors to the campus) comply with the Policy. The full policy is available from The University website https://www.UWinnipeg.ca/index/admin-policies-toc.

Safety Standards & Designated Areas

Cooking appliances such as kettles, toasters, hotplates, microwaves, and coffee makers may not be used in rooms without kitchens; they may be used only in Designated Areas (see below) and only if they meet the following *safety standards*:

- are CSA approved
- have grounded plugs
- are in good working order
- have original, undamaged cords and plugs
- operate within limits of electrical circuit used
- are operated in accordance with manufacturer's instructions
- if heat generating, are not left unattended
- are not used with extension cords (CSA approved power bars are acceptable)
- are unplugged or shut down when not in use

Designated Areas include common area kitchens, apartment kitchens, or any area otherwise identified by The University as a Designated Area.

Rules for Specific Appliances

Appliances such as hair dryers, shavers, and cooling fans may be used in the room. Unless included with the room or otherwise specified by Campus Living, window air conditioners are not permitted in residence.

Large appliances such as fridges and freezers over 4 cubic feet may not be used in residence unless already included with the room or room area.

CLEANLINESS AND SAFETY STANDARDS

(GROUP NAME) guests are expected to maintain room and common area cleanliness and compliance with fire and electrical safety standards.

Fire Safety Standards

• Flammable items such as clothing, paper, etc. are not over-accumulated as determined by the Hostel.



- Exits are in working order and free of obstructions.
- Windows can be opened and are free of obstructions.
- No halogen lamps, flammable liquids, candles, or incense are present.
- Smoke Detector is in place and uncovered.
- No more than 20% of walls and no part of ceiling is covered (e.g. with posters)

Electrical Safety Standards

- No unauthorized appliances are present.
- CSA-approved power bars are used in place of extension cords.
- Electrical circuits are not overloaded.
- Switches and receptacles are in good working condition.

Cleanliness & Room Maintenance

- Surfaces are clean and sanitary (e.g. countertops, sinks, bathtubs, appliances, etc.).
- Flooring is clean and free of food and garbage.
- All areas clean, tidy, and free from overcrowding.
- Only white sticky tack is used to mount posters (i.e. no tape is used).
- Windows are not left open during cold or rainy weather.
- No items (such as posters, banners, flyers, etc.) are visible from outside the room. This includes but is not limited to hanging items in windows or on room doors.
- No modifications are made to the room or its items (e.g. furniture, walls, floors, etc.).
- Existing furniture and wall coverings are in place, undamaged, and unmodified.
- No used/second-hand furniture is present (to prevent pests such as bedbugs).
- Perishable foods are stored in sealed containers.

PETS & SERVICE ANIMALS

Guests are not permitted to keep pets or animals of any kind in their Rooms or in The Hostel, even temporarily. Visitors may not visit Guests with their pets or animals.

If a Guest or their Visitor requires a service animal, the following process must be adhered to prior to the animal's arrival. A Guest may keep a service animal (as defined by Manitoba Human Rights Commission) in their room provided that they notify The Hostel and The University of Winnipeg's Accessibility Services with the appropriate documentation to verify that the animal is certified and is required by the Guest due to a documented disability. If a Guest has a Visitor that requires a service animal, a similar process must be followed to ensure that The Hostel is aware prior to the animal's arrival in The Hostel.

Any service animal must be kept in such a manner so as to not disturb, threaten or create a nuisance to the Hostel/Residence community and in accordance with the applicable Hostel policies. Further details regarding service animals in Residence can be obtained by contacting The Hostel.



TAMPERING WITH LIFE SAFETY EQUIPMENT

Life Safety equipment including sprinklers, smoke detectors, fire exit signs, fire extinguishers, fire alarm pull stations, alarm bells, AED machines, elevators, surveillance system and any other safety-related equipment is necessary to safeguard all guests. Discharging, interfering with the normal operation, tampering with, or using any life safety equipment for any other purpose other than an emergency is strictly prohibited. Examples include but are not limited to covering, removing wires or batteries, hanging objects from sprinklers, striking equipment with an object, propping emergency doors or activating an alarm outside of an emergency.

It is also the responsibility of (GROUP NAME) to report a non-functioning life safety device to the Campus Living Office. Failure to do so is considered negligence and may be subject to disciplinary action.

GENERAL COMMUNITY STANDARDS

ALCOHOL

(GROUP NAME) guests who choose to consume alcohol while on University property, including the Hostel, must do so responsibly and in compliance with municipal, provincial and federal laws.

Prohibited Areas for Consumption

Alcohol consumption may only occur within the (GROUP NAME) guest's assigned room or building lounges and is prohibited in public areas of the building. Public areas include but are not limited to all main hallways/stairwells, elevators, washrooms, laundry rooms, and main lobby. Alcohol is prohibited in exterior areas of the building and must remain indoors in the aforementioned designated areas.

Underage Drinking

Alcohol may only be consumed by (GROUP NAME) guest who have reached the legal drinking age (18 years). Underage drinking is not permitted in the building. (GROUP NAME) may be found in Violation of this law when the evidence demonstrates that a (GROUP NAME) guest has used, is about to use or will use alcohol illegally/inappropriately in the future. This includes being under the influence of or possessing alcohol. (GROUP NAME) guests/visitors who provide alcohol to those who are under the legal drinking age will also be held accountable.

Drinking Games & Mass Consumption

Participating in drinking games at the Hostel is prohibited. Drinking games constitutes any activity involving skill, chance or endurance which one or more persons play according to a set of rules involving the consumption of alcohol. Examples of drinking games include but are not limited to; flip cup, beer pong, cards century club, funneling and shot gunning. The University reserves the right to confiscate alcohol-related paraphernalia (i.e. funnels) deemed to be associated with mass consumption of alcohol or its promotion in residence.

Overconsumption of Alcohol



Consuming alcohol to the point of extreme intoxication, where a (GROUP NAME) guest becomes a burden to staff or friends, or is a danger to him or herself and/or the community is prohibited.

Common Source Alcohol

Possession and/or consumption of 'common source' alcohol including kegs, Texas mickeys, Jell-O shooters, bubbas or other large containers of alcohol (defined as 14oz of beer/60oz hard liquor/1.5L of wine) is prohibited at the Hostel.

Alcohol Glorification

Displaying items in any area of the Hostel that glorifies alcohol consumption is prohibited. Beer can walls, beer case displays and displays of alcohol bottles or any other large collection of recyclables are not to be kept in a guest's living space and must be removed immediately.

Transport of Alcohol

Alcohol may only be transported in a closed container in the Hostel. Alcohol that is defined as closed should be able to be tipped upside down without spilling upon request (the blizzard principle). Non-glass containers are recommended for alcohol storage whenever possible.

CANNABIS/MARIJUANA

This section will come into effect when the Federal and Provincial legislation comes into force. 'Cannabis' is as defined in the Cannabis Act.

A 'cannabis product' is any substance that contains cannabis, including, without limitation, marijuana, seeds, hashish, and their derivatives (for example, edible products, oils, lotions, tinctures, topicals, etc.) that contain cannabis. 'Cannabis equipment' is any equipment or device used to prepare or consume cannabis products. For example, bongs, vaporizers, scales, and grinders.

Guests (and their visitors) are bound by and should familiarize themselves with Federal and Provincial laws surrounding cannabis, products, and cannabis for medical purposes. Where the terms of this Contract are more restrictive than Federal and Provincial laws, Contract terms apply. Guests age 19 years and older may possess up to the legal limit of cannabis for personal use but may not provide any amount to other Guests (and their visitors) or residents under age 19. Guests (and their visitors) under age 19 may not possess or consume cannabis or cannabis products.

Cannabis, cannabis products, and related equipment must be stored in your Hostel room in air-tight sealed containers that ensure the smell is undetectable. Containers must be clearly labelled indicating they contain or are used to prepare or consume cannabis.

The following are prohibited anywhere on University property, including residences (Hostel):

• Smoking, vaping, bong use, or any other form of cannabis inhalation; this extends to cannabis for medical purposes.

• Cooking, baking, and other forms of cannabis preparation for edible consumption.



- Possession or cultivation of cannabis plants.
- The sale and distribution of cannabis or cannabis products.

SUBSTANCE ABUSE & ILLEGAL DRUGS

The use, possession or trafficking of illegal, prescription or nonprescription drugs for recreational purposes is strictly prohibited in residence. Trafficking includes but is not limited to the manufacture, sale, giving, transportation, administration, sending, delivery, or distribution of any of the aforementioned substances.

Any involvement, whether direct or indirect, in any illegal substance or related activity is prohibited. The preponderance of evidence that a student has used, is about to use or might use illegal substances in the future, such as paraphernalia or the smell of an illegal substance in residence will be assumed to be conclusive of use or possession.

Possession of any paraphernalia that is associated with the possession, use or trafficking of illegal substances is prohibited in residence. Campus Living reserves the right to confiscate and dispose of all illegal substance-related paraphernalia deemed to be associated with use or promotion of illegal substances.

Illegal substance-related violations will not be tolerated and may result in termination of this Agreement, removal from the Hostel, and referral to the police.

SMOKING

(GROUP NAME) are prohibited from possession or trafficking of illegal, prescription and/or non-prescription drugs for recreational purposes. Any smoking or drug related infraction is grounds for termination of this Agreement and removal from the Hostel premises.

As The University is a smoke-free campus, smoking is not permitted in any areas of the Hostel. This includes inside the Building, and outside on University property. (GROUP NAME) guests and visitors who wish to smoke must do so on the sidewalk or other non-University property.

The act of smoking includes without limitation: smoking cigarettes, cigars, pipes; smoking using hookahs, shishas, vaporizers, electronic cigarettes or any other smoking device.

ANTI-DISCRIMINATION POLICY/INAPPROPRIATE BEHAVIOR

The University Respectful Working and Learning Environment Policy (RWLEP) applies to anyone engaged in duties or activities having a substantial connection to the University, on or off campus—this includes (GROUP NAME) of the Hostel.

The University does not condone behavior that is likely to undermine the dignity or productivity of any of its members, and prohibits any form of discrimination or harassment, whether it occurs on University property or in conjunction with University related activities. The University and all members of the



University community, particularly those in leadership roles, share the responsibility of establishing and maintaining a climate of respect within this community and of addressing any situation(s) in which respect is lacking.

In addition, the University is committed to meeting its obligations as an employer under both the Manitoba Human Rights Code and the Workplace Safety and Health Act, and will ensure, so far as it is reasonably practicable, that no member of the University community is subject to human rights discrimination or harassment, sexual harassment or personal harassment as defined by law and in RWLEP.

The University will endeavor to ensure that individuals who believe that they have been subjected to harassment or discrimination are able to express concerns and register complaints without fear of retaliation or reprisal. The University will act promptly and efficiently to deal with incidents of harassment and/or discrimination, and take corrective action respecting any member of the University community who breaches this Policy.

The complete Respectful Working and Learning Environment Policy is accessible from <u>http://UWinnipeg.ca</u>.

DANGEROUS MATERIALS & WEAPONS

(GROUP NAME) and visitors are not permitted, at any time to possess any items that are created, intended or used to cause harm or that could be viewed as intimidating to others at the Hostel. This includes the possession and/or use of any of the following:

- Real or replica projectile weapons, including but not limited to firearms, air/water/paintball guns, cross bows, sling shots, as well as ammunition.
- Blades of any kind including but not limited to bayonets, swords, knives not used for food preparation, and martial art related blades.
- Any other weapons, whether used for martial arts or other forms of combat training such as tactical gear, or otherwise. Explosive or flammable materials, including but not limited to fireworks, hazardous chemicals, gasoline, propane tanks, dynamite or other such materials.

DANGEROUS BEHAVIOR & FORBIDDEN ITEMS

The following kinds of behavior and items are prohibited throughout the building. Violations of these policies will result in fines and/or eviction:

- Violent behavior towards staff, residents, guests, or building;
- Participating in dangerous behavior (i.e. sitting on window sills, being on the roof of any building, throwing or dropping items from windows, playing sports in the building hallways, wrestling/horseplay, breaking glass) is prohibited. Participating in potentially destructive activities that may cause personal injuries or property damage;
- Possession or use of dangerous materials and weapons of any kind (e.g. firearms, pellet guns, archery equipment, sling shots, replica weapons, knives not used for food preparation), and explosive materials (e.g. fireworks, hazardous chemicals, gasoline, propane tanks);



- Any behavior that threatens the integrity of the Hostel community;
- Entering another room without permission or disturbing another Guest's property;
- Using another Guest's property without permission;
- Hazing, raids, and inappropriate or destructive pranks.
- Wielding any object in a threatening or aggressive manner will result in immediate eviction.

PORNOGRAPHY & GRAPHIC MATERIAL

Posting, displaying or making available for viewing any pornographic materials, photos, images, graffiti, including electronic means in public areas such as hallways, common areas, lounges, stairwells, washrooms, or any interior area of a (GROUP NAME) guest's room that can be seen from an open door is prohibited (in accordance with the Criminal Code of Canada, Section 163). This also applies to the use of computers or network infrastructure to display or distribute such material. Refer also to The University's Respectful Working and Learning Environment Policy.

DEFACEMENT/DAMAGED PROPERTY

(GROUP NAME) assumes responsibility for any and all damages, other than normal wear and tear, incurred to the building including excessive trash, which are directly or proximately caused by (GROUP NAME) or its participants during the time covered in the Agreement. In addition, (GROUP NAME) shall pay for loss or theft of the University property occurring during the occupancy by GROUP, its officers, guest, patrons, or invitees. An inspection of the facilities for damages will be conducted after the Guest/Group vacates. The Guests/Group may request a pre- and post-inspection of the facility by contacting the Campus Living Office. A detailed list of damages will be provided to (GROUP NAME) upon request.



To secure this booking, the Agreement must be signed and returned to our office by: (INSERT DUE DATE)

After this date, another Agreement may be requested subject to availability.

l,(GROUP COORDINATOR)	have reviewed the above terms and conditions stated in this
	, I hereby state that I have (GROUP NAME)
read, understood, and agree with all of	the conditions outlined within and have authority to enter this
Agreement on behalf of the	(GROUP NAME) Group.
PRINT GROUP COORDINATOR'S NAME	GROUP COORDINATOR'S SIGNATURE
DATE	
Thank you for choosing UWinnipeg Downt	town Hostel.
OFFICE USE ONLY:	
UWINNIPEG CAMPUS LIVING STAFF MEMBER	UWINNIPEG CAMPUS LIVING STAFF MEMBER'S SIGNATURE
DATE	