

APPENDIX A- Faculty of Medicine Learner Housing Agreement

This Agreement is made this _____ day of _____ 20 _____

Between:

The Distributed Medical Education (DME) Office, Faculty of Medicine, Memorial University (DME)

AND

_____ (the Learner).

In this agreement, the term “key” refers to a means of gaining or preventing entrance to housing (i.e., metal key, key card, code pad).

WHEREAS Learners are from time to time required, as part of their educational program, to do clinical placements and rotations;

AND WHEREAS Learners will require housing during their clinical rotations and placements;

AND WHEREAS DME wishes to help provide housing during the Learner’s clinical placement or rotation;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree to the following terms and conditions.

SECTION 1: CONDITIONS AND TERMS

1. The Learner acknowledges that DME will pay for housing on the Learner’s behalf, as per policy.
2. The Learner agrees to remain enrolled in the Faculty of Medicine for the duration of this Agreement.
3. DME agrees to provide housing for the Learner for a period of time determined by the Learner’s respective program.
4. The Learner acknowledges that they are required to remove all personal belongings from their assigned housing at the end of their clinical rotation, clean the room, tidy common areas and ensure that the housing is left in good repair, and vacate as required, unless continuance arrangements are confirmed in writing and in advance of the termination of the clinical rotation.
5. The Learner acknowledges they are not the tenant of the housing, Memorial University is the tenant of leased housing.

SECTION 2: ASSIGNED HOUSING

1. The Learner acknowledges that the assigned housing is for personal use and agrees not to sublet the housing.
2. The Learner acknowledges that the assigned housing is smoke-free.
3. The Learner acknowledges that the assigned housing is for personal use only and agrees not to use assigned housing to operate a business or to advertise for a business.
4. The Learner agrees that DME may change the assigned housing in the event of extenuating circumstances and will follow the procedure identified in the policy with as much notice given as possible.
5. The Learner agrees not to change assigned housing unless authorized by DME.
6. DME agrees to consider a Learner’s valid request for a change of housing.
7. The Learner agrees that DME may, under special circumstances, provide the Learner with temporary and alternative housing.

SECTION 3: ACCESS TO HOUSING

The Learner agrees that the earliest arrival time is 4:00pm unless otherwise approved by the Landlord.

1. The Learner agrees that the Landlord, university staff, and/or external contractors who have been authorized by the Landlord, have the right to enter the housing in order to conduct regular inspections, make necessary repairs, and verify compliance with this Agreement. Individuals entering the premises will make every effort to provide as much notice as possible when entering.
2. The Learner agrees that in the event of an emergency, including but not limited to, fire, flood or other natural disasters, the Landlord and/or external contractors authorized by the Landlord have the right to enter the housing.
3. DME agrees to provide the Learner with the Landlord contact information to arrange for pick-up of key(s) for access to the assigned housing, including keys to the building, room, and related common areas. These key(s) will be provided to the Learner by the Landlord.
4. The Learner accepts responsibility for the care and control of assigned key(s) and parking permits.
5. The Learner agrees to only use the key(s) for the purpose for which they were provided.
6. The Learner agrees to neither loan nor otherwise give possession of the key(s) and/or passcodes to electronic locks to another individual.
7. The Learner agrees to neither alter nor permit the alteration of the key(s) and/or passcode to electronic locks.
8. The Learner agrees to neither copy nor permit the copying of key(s).
9. The Learner agrees to inform the Landlord and DME, as soon as possible, if the key(s) and/or passcode does not function properly, or are lost.
10. The Learner agrees to return key(s) and parking permits when provided.
11. The Learner agrees that visitors are not to be given access to shared housing, or are permitted to reside in the property without the Learner being present.

SECTION 4: HOUSING MAINTENANCE

1. The Learner agrees that the assigned housing including furniture, furnishings and associated equipment remain the property of the Landlord.
2. The Learner agrees to maintain the assigned housing, including furniture, furnishings and associated equipment (i.e., keys, locks or access cards) in a clean, hygienic, and working condition at all times.
3. The Learner agrees that all housing is smoke-free.
4. The Learner agrees not to throw anything, or permit anything to be thrown, out of the windows, or onto the stairwells, sidewalks, fire escape routes or grounds.
5. The Learner agrees not to tamper with, or otherwise disable safety and security equipment (i.e., fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers).
6. The Learner agrees to use only Canadian Standards Association (CSA) approved cooking appliances (i.e., microwaves and deep fryers) and only in areas that have been designated as kitchens.
7. The Learner agrees to promptly report, to the Landlord and DME, any failure of equipment including mechanical, plumbing and electrical equipment.
8. The Learner agrees to promptly report, to the Landlord and DME, pest control issues such as, but not limited to, rodents and insects.
9. The Learner agrees not to alter the permanent features (i.e., walls, blinds, furniture) of their assigned housing by painting, removing, relocating or changing the permanent features in any way.
10. Learner agrees to ensure windows and doors are closed and locked when leaving the assigned housing.
11. The Learner agrees to accept responsibility for loss of, or damage to, the housing, furnishings, furniture and equipment (i.e., keys, locks, access cards, and fire and life safety) that is caused by the acts or omissions of the Learner. Costs of cleaning, maintenance

or replacing furnishings will be at the expense of the Learner.

12. The Learner accepts that DME cannot guarantee an allergen-free environment.

SECTION 5: LEARNER'S PROPERTY

1. The Learner agrees that neither DME nor Memorial University will be held responsible for lost, stolen or damaged personal items during a Learner's stay within the assigned housing. Learners are strongly advised to obtain tenant insurance to cover personal belongings during their stay.
2. The Learner agrees to remove all personal property from the housing, including perishable items, when checking out at the end of this Agreement.
3. The Learner agrees that the Landlord and DME have the authority to remove personal property left behind after the Learner has checked out.

SECTION 6: LEARNER CONDUCT

1. The Learner will demonstrate professional behaviour in line with the [Faculty of Medicine's Statement of Professional Attributes](#).
2. The Learner will adhere to outlined housing rules and follow identified procedures as per the policy.
3. The Learner acknowledges and will be respectful of municipal legislation, including adhering to noise by-laws and will refrain from affecting the peaceful enjoyment of others.
4. The Learner agrees to behave in accordance with, and abide by, Memorial University's Student Code of Conduct, this Agreement, and municipal, provincial, and federal laws.
5. The Learner agrees that the regulations, terms and conditions of this Agreement represent a minimum standard of conduct that is expected of all Learners.
6. The Learner acknowledges that, in accordance with Memorial University's Student Code of Conduct, reports of the Learner's behaviour that is in violation of university policies, rules, or regulations, and/or municipal, provincial, or federal law may be referred to other university officials and/or local law enforcement agencies.
7. The Learner acknowledges that any violation of the smoke-free regulations may result in cleaning or maintenance costs which will be at the Learner's expense. Learners who are found in violation of the smoke-free regulations may be asked to vacate the assigned housing and find alternate housing arrangements for the duration of their rotation, at the Learner's expense.

SECTION 7: PERSONAL INFORMATION

1. DME agrees to maintain personal information of the Learner (the Learner's application, agreements, reports, etc.) in accordance with the University's privacy policy and the Provincial Access to Information and Protection of Privacy Act (ATIPPA).
2. The Learner authorizes the housing coordinator (or delegate) to contact the emergency contact persons as recorded on the Learner's student record, in the event, or threat, of serious illness or injury. This may require disclosure of a medical or personal condition as part of the circle of care and efforts to resolve.
3. The Learner understands that DME may have to share information such as Learner rotation schedule or contact information with the Landlord to verify arrival, departure, cleaning and maintenance schedules.

SECTION 8: ACCEPTANCE OF THE AGREEMENT

By indicating acceptance of this Agreement, the Learner agrees to the aforementioned conditions and terms as included in the Housing Policy including the associated financial responsibilities and adherence to Memorial University's Student Code of Conduct, and local laws. DME may require additional information and follow a verification process as needed. If additional information is required to evaluate the request, the applicant will agree to provide further information to DME.

I, _____, have read and accept this Housing Agreement.

(Please Print)

(Signature)

(Date)

The information on this form is collected under the authority of the Access to Information and Protection of Privacy Act, 2015 (SNL2015 Chapter A-1.2) and is needed to process your housing agreement. If you have questions about the collection and use of this information contact dme.housing@mun.ca.