

Special Provisions Related to Covid-19

This Agreement made this _____ day of _____, 20__

Between:

Campus Living Centres Inc.
(the “Manager”)

And:

(the “Resident”)

PREAMBLE

Residents are required to read and agree to the terms of this Agreement before being admitted to the Residence. Residents are advised to download a copy of this document and save it for their records. Residents are also advised to share a copy of this document with their Primary and Secondary Contacts identified in the application process. In some circumstances, the Manager may require that a hard copy of this Agreement is signed, and in those circumstances, each of the pages of this Agreement must be initialed by the Resident.

In consideration of the mutual covenants and Agreements contained in this agreement and the Student Residence Agreement (collectively, the “Agreement”), the parties covenant and agree as follows:

1. The following provisions relate to the public health emergency arising from the COVID-19 virus and any mutation, or recurrences thereof, whether declared or undeclared by government authorities (the “Covid-19 Emergency”).
2. During the Covid-19 Emergency, Campus Living Centres (“CLC”) will be following all health and safety requirements required of it by government authorities including Provincial Health Authorities, the Provincial Health Officer, and WorkSafe BC (each “Government Authorities”). CLC will implement these health and safety requirements and may choose to implement additional measures that are in excess of the safety requirements of Government Authorities. These measures are for the benefit of the Residents, their guests, employees of Thompson Rivers University (“TRU”) and for the benefit of society in general, and may be modified from time to time.
3. To address the Covid-19 Emergency, notwithstanding any other provision of this Contract:
 - a) Residents must fully comply with all of the relevant TRU rules regarding Covid-19 as well any additional measures required by CLC. Examples of these additional measures could include but are not limited to:
 1. Closing or limiting access to common areas in the residence;
 2. Requiring handwashing or other hygiene routines to be followed while on residence property;
 3. Requiring the use of personal protective equipment such as masks or gloves;

4. Requiring special cleaning procedures or other procedures to be followed in a Resident's accommodation, particularly with respect to shared spaces, kitchen facilities and washrooms;
 5. Requiring the prompt reporting of any illness to the staff of CLC;
 6. Being required to be tested for Covid-19 with the results of such test reported to a unit of TRU or government authorities;
 7. Following any requirements for quarantine/self-isolation procedures in the event of sickness, which may include the requirement to move to a different accommodation or another residence area;
- b) CLC may move accommodation, change the configuration of your accommodation, and change the physical layouts of units.
- c) CLC may be required to close certain residences, certain classes of accommodation, or reduce the number of Residents in residences. In such case it may terminate this contract and we may require you to vacate your accommodation.
4. The Resident acknowledges that although CLC will take steps to be in alignment with directives of Government Authorities, it cannot guarantee that other Residents will consistently follow them, particularly when in their accommodation.
 5. The Resident acknowledges that CLC cannot guarantee the Resident will not be exposed to Covid-19 or any mutations thereof, while on properties controlled by CLC and the Resident waives any and all claims that the Resident has or may in the future have against TRU, its governors, senators, officers, employees, agents (including CLC), students or representatives (collectively the "Releasees") and releases the Releasees from any and all liability for any loss, damage or injury that the Resident may suffer, arising from or as a result of the transmission of Covid-19 or any mutations thereof to the Resident directly or indirectly arising from the services provided pursuant to this Contract due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.
 6. The Resident consents to CLC providing other units of TRU as well as Government Authorities with any information required by them regarding the Resident, including Resident's health information, in relation to their management of the Covid-19 Emergency.
 7. Notice to Residents of any measures may be given through the email address provided by the Resident, by posting of notices, or verbally by the staff of CLC.
 8. Given the risks of non-compliance, failure to comply with any measures required by CLC could result in immediate termination of this contract.

For more information on the province of British Columbia's current guidelines and recommendations, visit the following links:

<http://www.bccdc.ca/health-info/diseases-conditions/covid-19/self-isolation/contact-tracing>

<http://www.bccdc.ca/health-info/diseases-conditions/covid-19/self-isolation>

For more information on Thompson Rivers University's Safety Policies and Procedures, visit following links:

1. TRU Health and Safety Policy ADM 05-0, Section 1. which states the following.
“Students shall comply with the University’s safety policies and procedures.”

https://www.tru.ca/_shared/assets/Health_and_Safety5587.pdf

2. TRU COVID Health and Safety Resources:

- <https://www.tru.ca/covid-19.html>

In Witness Whereof the parties hereto have duly executed this Agreement as of the day and year first above written.

The Resident

Name:

The Manager

Name and title: