



Sussex Clubhouse Group Occupancy Agreement, Rules and Regulations

General

Informal campus groups are considered a traditional and important part of campus life, and contribute in a significant way to the intellectual, political, social and cultural diversity and richness of the University of Toronto. Although these organizations can vary widely in size, range of interest, and level of activity, all campus groups advance the community development and growth of the University.

In its relations with these organizations, the University is guided by a commitment to the right of University members to communicate and to discuss and explore all ideas, to organize groups for any lawful purpose, to move about the University and to use its facilities in any reasonable way, to distribute on campus, in a responsible way, published material provided that it is not unlawful, to hold meetings, to debate and to engage in peaceful demonstrations, and to freedom from discrimination.

It is the interest of furthering these principles that the University provides a wide variety of services to campus organizations. These services include but are not limited to the following:

- ◆ Use of University facilities and meeting spaces for events, meetings and activities at a lower cost (compared to external organizations) or at no cost.
- ◆ The provision of temporary office space on the St. George Campus through the Committee to Allocate Student Activity Space.
- ◆ Access to Internet services and resources.
- ◆ Other services provided by the Office of Student Affairs, Hart House, the International Student Centre, and other departments of the University.

This document outlines the responsibilities and rights of campus groups that have been allocated temporary office space in the Sussex Clubhouse at 21 Sussex Court on the St. George Campus.

The Sussex Clubhouse

The experience of using an office in the Sussex Clubhouse can be rewarding in both the academic and non-academic components of campus life at the University of Toronto, if the Clubhouse is seen as a place of collegial and cooperative interaction. In this kind of collaborative environment, the rights and responsibilities of the individuals must be balanced against the rights and responsibilities of the groups and the community as a whole. Members of groups occupying space at the Clubhouse are entitled to enjoy reasonable privacy and consideration of their individual feelings and needs and to interact in an environment in which personal and group possessions and communal space are respected. Members of Groups also have corresponding responsibilities toward the members of other groups in the Clubhouse and on campus.

Members of groups occupying space at the Clubhouse and staff members of the Office of Student Affairs are obliged to respect the rights and privacy of everyone making use of the facilities of the Clubhouse.

Responsibilities, Rights & Freedoms

Many independent voluntary campus groups within the University community seek recognition each year under the University's *Policy on the Recognition of Campus Groups*. This policy provides a general framework for the application and recognition of informal campus organizations comprised of any number of members of the U of T community (including students, staff, faculty, and alumni). Many recognized groups also extend membership to people in the off-campus community on the understanding that campus members retain control over the affairs of the organization. Recognition under the policy does not convey any sort of endorsement of a group's activities by the University – nor does it imply that the University takes responsibility for a group's beliefs or philosophy.

The very fact that campus groups exist in the campus community speaks to a central value of the University of Toronto. As an academic community, we have a fundamental commitment to the principles of freedom of inquiry, freedom of speech and freedom of association. In that context, various campus groups avail themselves of campus facilities for activities.

Accordingly, participation in the events and activities of campus groups is strictly voluntary. At the same time members of groups are obligated to respect the rights of other groups and their members in the pursuit of other, sometimes conflicting interests.

Participation in groups and their activities enrich the student experience and support the University's mission. In doing so, students and other members of our community learn to tolerate the intellectual, political, social and cultural diversity that characterizes a great University such as the University of Toronto.

Sussex Clubhouse
Occupancy Agreement

In consideration of the mutual covenants contained herein,

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (the “University”)

and

GROUP NAME HERE

(the “Group”) agree as follows:

1. The University grants to the Group a licence to use and occupy a portion of an office (the “Office”) in the building located at 21 Sussex Avenue, Toronto, Ontario, and known as the Sussex Clubhouse (the “Clubhouse”) for a period (the “Occupancy Period”) commencing on the **1st day of July, 2014 (the “Occupancy Date”) and ending no later than the 30th day of June, 2015**, (the “Planned Vacancy Date”), unless terminated earlier pursuant to the provisions of this agreement.
2. The Office shall be assigned to the Group by the Committee to Allocate Student Activity Space (see appendix I).
3. It is understood by the Group that the facilities of the University are intended to promote and enhance the academic and intellectual development of its students and their involvement in campus life, and that accordingly, the atmosphere, environment and behavior in the Clubhouse shall be conducive to and consistent with the achievement of these purposes.
4. The Group will not pay an occupancy fee for use of the Office. It is understood that the occupancy costs for use of the Office are borne by the Student Services Fee, a Compulsory Non-Academic Incidental Fee charged to all students.
5. The Group shall use the Office only as a work space for the benefit of the Group itself (and, if the Office is a shared office, for the other assigned Group(s)) and shall be entitled to use the common facilities of the Clubhouse with the other Groups and other organizations so long as the Group continues to occupy the Office and complies with the terms of this agreement. The Group shall not use the Office as a residential dwelling or allow the Office to be used as a residential dwelling. No person shall be permitted to sleep overnight in the Office.
6. The University will:
 - (a) provide the Group with the furnishings listed on Schedule “A” until the Vacating Date; and
 - (b) maintain the Office and common facilities of the Clubhouse in a reasonable state of repair and cleanliness.

7. Members of the Group will:

(a) maintain the Office in a clean and wholesome condition and will not allow any refuse, garbage or other inappropriate material as so deemed by University officials to accumulate in or about the Office or the Clubhouse;

(b) comply with the *Code of Student Conduct* the Clubhouse's *Rules and Regulations* (detailed in Schedule "B"), and the University of Toronto Information Commons regulations on *Appropriate Use of Information Technology* and any other policies as established from time to time by the Governing Council of the University of Toronto, and enforce compliance with the same at all times by guests and invitees of the Group; and

(c) respect and abide by the decisions of the Office of Student Affairs and its representatives made pursuant to this agreement and the *Code of Student Conduct*, the Clubhouse's Rules and Regulations, the University of Toronto Information Commons regulations on *Appropriate Use of Information Technology*, all as published from time to time.

The Group acknowledges that a copy of the current *Code of Student Conduct*, and the University of Toronto Information Commons guidelines on *Appropriate Use of Information Technology*, are currently available on-line at: ~~<<http://www.utoronto.ca/govcncl/pap/policies/studentc.html>>~~ **(amended to read: <<http://www.provost.utoronto.ca/policy/use.htm>>)** and ~~<<http://www.utoronto.ca/ic/utordist/general/appuse.html>>~~ respectively.

(d) utilize the free access to the Internet through the University backbone by reasonable means. Unreasonable usage will result in termination of computer access privileges.

8. It is understood, and the Group acknowledges and agrees that all major questions relating to the Office facilities in the Clubhouse will be decided from time to time by the Office of Student Affairs. On matters related to the allocation of space, the Office of Student Affairs will consult with the Committee to Allocate Student Activity Space.

9. (a) Only *authorized members* of the Group may gain access the Office and the Clubhouse using a key and/or other security mechanism. Authorized members include only those individuals identified on the "Sussex Clubhouse Office Registration" form. Guests of authorized members are permitted to enter and use the Office when authorized members are present.

(b) The Group shall pay a deposit of \$20 for each Office door key issued to authorized members of the Group. Key deposits will be refunded to the Group upon return of each key.

(c) The University retains the right to access the Office for maintenance and care-taking.

(d) The Group will not under any circumstances change the lock or add a lock, locks, or other security device to the door of the Office.

(e) After the Vacating Date, the University shall have the right to change the lock and/or access to the Office without notice or liability to the Group and without providing the Group with a key or access for

the new lock. The University has no responsibility for any possessions of the Group or of any other person left in the Office. The University has the absolute right to dispose of such possessions ten (10) days after the Vacating Date without any liability to account to the Group thereafter.

10. The Group will not:

- (a) paint, decorate or redecorate the Office;
- (b) deface any wall, ceiling or surface of the Clubhouse, including the windows, or damage the Clubhouse or its furnishings or permit guests or invitees to do so;
- (c) keep or use dangerous equipment in the Office or overload the electrical circuits of the Office or Clubhouse;
- (d) make any alterations to the structure of the Office or affix anything to the walls or ceiling thereof, except with fasteners or on surfaces approved by the Office of Student Affairs;
- (e) apply or affix anything to the exterior of the Clubhouse;
- (f) behave in a manner that will unreasonably disturb, annoy or interfere with the use or enjoyment of the Clubhouse by the other Groups or permit anything to be done or kept in the Clubhouse which will obstruct or interfere with the enjoyment or rights of the other Groups;
- (g) commit, aid or abet an illegal act to be committed in the Clubhouse;
- (h) remove, alter or deface any of the furniture or equipment provided by the Clubhouse; or
- (i) smoke, or allow guests or invitees to smoke, anywhere in the Office, or the Clubhouse. Note: The University of Toronto *Smoking Policy* prohibits smoking in the Clubhouse.

11. The Group will report any damage to the Office or the Clubhouse to the Office of Student Affairs immediately and will pay for the repair of any damage to the Office or the Clubhouse or the furnishings thereof caused by members of the Group or the Group's guests or invitees, normal wear and tear excepted, which repair shall be performed only by the University. The Groups will assume a collective responsibility for damages which may occur to Offices or other common areas of the Clubhouse if such damage cannot be assessed to specific individuals.

The Group will be responsible for cleaning and restoring the Office by the Vacating Date to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear excepted, and will reimburse the University for the cost of cleaning and restoration upon failure of the Group to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the Office in a clean and restored condition on the Vacating Date.

12. (a) The University may, at its option, terminate this licence upon the happening of any of the following events:

- (i) non-payment by the Group of any amount due to the University hereunder;
 - (ii) breach by the Group of any other provision of this agreement;
 - (iii) breach by the members of the Group of the *Code of Student Conduct*, the Clubhouse's Rules and Regulations, or the University of Toronto Information Commons statement on *Appropriate Use of Information Technology*, as published from time to time;
 - (iv) any event whereby the Group fails to meet minimum eligibility requirements to continue to occupy the Office and/or the Group fails to use the Office as originally planned (as detailed in the original application for student activity space) pursuant to decisions of the Committee to Allocate Student Activity Space; or
 - (v) any event whereby the Group ceases to be a "recognized campus group" of the University of Toronto (pursuant to the University's *Policy on the Recognition of Campus Groups*), fails to maintain its status as a "student society" (pursuant to the University's *Poling for Non-Academic Incidental Fees*), or otherwise fails to comply with any conditions imposed by the Committee to Allocate Student Activity Space.
- (b) In the event that the University exercises its option to terminate this licence, the University or its designated official shall give written notice of such termination to the Group, which notice shall specify the effective date of the termination (the "Effective Date of Termination"). The notice may be hand-delivered to the Office or affixed to the door of the Office, addressed to the Group.

13. The Group will vacate the Office and remove all possessions therefrom before 3:00 p.m. on the Vacating Date, and has no vested right to occupy the Office beyond that time.

14. The Group will not keep any firearm, weapon, explosive, animal, fish, reptile, insect or bird in the Office or the Clubhouse.

15. In relation to use of Office and common space in the Clubhouse, members of the Group shall comply with the University of Toronto *Campus Alcohol Policy* and its regulations and other applicable policies as amended from time-to-time

16. The Assistant Director, Student Affairs, or his or her agent, shall be permitted to enter the Office upon giving reasonable notice to the Group and at regular intervals as required if previously announced to the Groups, or at any time and without notice in the event of an emergency or perceived emergency, in order to examine the state of the Office including the state of sanitation, safety and repair thereof, and to make such repairs, changes or improvements to the Office and its furnishings as the University may deem necessary or desirable.

17. Care-taking and maintenance staff of the University's division of Facilities and Services may enter the Office in the normal course of their duties.

18. The University reserves the right to substitute another office in Clubhouse for the Office at any time during the Occupancy Period, in which event the substituted room shall be deemed to be the Office for all purposes hereunder and the Group shall forthwith move to that other Room.

19. The Group must submit completed Annual Activity Report Forms no later than the following dates:

Activity Report #1 due: **June 1, 2015**

Activity Report #2 due: **June 1, 2015**

Activity Report #3 due: **N/A**

The Group will be supplied with copies of the Form prior to the due date(s).

20. If the Group chooses to use telephone services in the Office, the Group will reimburse the University for the cost of telephone services provided through the University. A deposit of \$70 is required for each telephone provided by the University. The deposit will be refunded upon return of the telephone in good working order.

21. The Group acknowledges and agrees that only telecommunications and computing equipment approved by the Assistant Director, Student Affairs, or his or her agent may be connected to the telecommunications and network computing jacks provided in the Office.

22. It is agreed that there shall be no compensation for or on account of any loss, damage, inconvenience or discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility or service agreed to be furnished by the University.

23. The University shall not be liable to the Group for any damage to or loss or theft of personal property or for personal injury, including death, on University property save where the same is caused by the willful or negligent act or omission of the University or those for whom the University is in law responsible. The Group will indemnify the University and save it harmless from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of the Group, or the Group's guests, agents or invitees.

24. Neither party shall be liable to the other for any loss, damages or injury caused by delay or failure to perform obligations under this agreement when the delay or failure is due to fire, strike, lockout, flood, act of God or enemies of the state, lawful acts of public authorities or delays or defaults by suppliers or common carriers, which cannot reasonably be foreseen or provided against.

25. This agreement and the schedules attached hereto constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Office, or this agreement except as expressed herein and except for the *Code of Student Conduct*, the Clubhouse's *Rules and Regulations*, and the University of Toronto Information Commons statement on *Appropriate Use of Information Technology* all as amended from time to time.

26. The Group will not assign this agreement or sub-licence the Office or any part thereof to any other person or organization or otherwise part with the possession or occupation of the Office.

27. No modification of the agreement is valid unless it is in writing and signed by both parties.
28. (a) This Agreement shall endure to the benefit of and be binding upon the parties hereto, and the successors and assigns of the parties.
- (b) Changes in the name of the Group and changes to the signing officers shall not affect the enforceability of this agreement. All such changes must be reported to the Office of Student Affairs immediately.

Executed on behalf of the Group by the signing officers of the Group this **10th of July, 2014.**

Agreed to on behalf of the Group by:

Name, Signing Officer 1

Signature, Signing Officer 1

Name, Signing Officer 2

Signature, Signing Officer 2

Assistant Director, Student Affairs

(or) Per:

OSL Staff
Authorized Agent

DATE

Schedule “A” – Office Furnishings

The following furniture and furnishings are provided by the University for the use of the **GROUP NAME HERE** in the assigned Office **ROOM NUMBER HERE** and shall not be removed from the Office.

The Group shall keep the furniture and furnishings in a state of good repair and cleanliness. The Group shall report any damages to the furniture and furnishings to the Office of Student Affairs for the appropriate repair.

Room Inventory:

1. 1 desk
2. 1 desk chair
3. ___ book case(s)
4. ___ filing cabinet(s)
5. window coverings (specify): _____
6. other (specify): _____

The Group shall be responsible for reimbursement of the costs of repair or replacement of any University property willfully or carelessly damaged, normal wear and tear expected, during the Occupancy Period. The Groups shall be collectively responsibility for damages which may occur to common areas of Clubhouse if such damage cannot be assessed to specific individuals.

Agreed to on behalf of the Group by:

Name, Signing Officer 1

Signature, Signing Officer 1

Name, Signing Officer 2

Signature, Signing Officer 2

All of the above furnishings and appliances were returned to the University of Toronto upon expiry of tenancy.

Assistant Director, Student Affairs

(or) Per: OSL Staff
Authorized Agent

DATE

Schedule “B” – Rules & Regulations

The following rules and regulations have been established to serve as a framework within which cooperative interactions can flourish. Groups may suggest additional regulations or changes to these regulations, subject to the approval by the Office of Student Affairs (in consultation, when appropriate, with the Committee to Allocate Student Activity Space).

Fire Safety

All Municipal Fire Regulations and the Guidelines of the University Fire Prevention Office apply to the Sussex Clubhouse.

In a building such as the Sussex Clubhouse there is always the possibility of a serious fire. All members of Groups and their guests or invitees must obey the regulations, and violations which threaten the safety of occupants of the building will be regarded as very serious offences.

No one shall not tamper with fire safety equipment such as hoses, extinguisher and alarms, or in any other way jeopardize the safety of occupants of the building. Corridors, stairwells and halls must be kept clear of obstructions.

Alcohol

Members of groups are reminded that the laws of the Province of Ontario regarding alcoholic beverages apply to the University. In addition, the University has established a *Campus Alcohol Policy* and regulations under the policy which apply to the Sussex Clubhouse.

Alcohol may not be served or consumed in any space in the Clubhouse except under the authority of the University’s liquor licence. All activities involving the service of alcohol require the written approval of the Assistant Director, Student Affairs or his or her agent.

Cleaning

Groups are responsible for general cleanliness of their assigned offices and are equally responsible for keeping the common areas, clean and tidy. Routine cleaning will be carried out by the University’s Facilities and Services department.¹

Noise

Excessive noise at anytime is prohibited. Members of groups occupying space in the Clubhouse must respect and accommodate each other’s needs for an environment conducive to conducting group activities. In addition, as the building is occupied by a number of University departments, disturbances during regular business hours must be avoided.

¹ Generally speaking, care-taking staff will enter offices once per week to empty waste bins and once every two weeks to clean.

Animals

Groups may not keep any animal, fish, reptile, insect or bird in the Office or the Clubhouse.

Smoking Policy

In accordance with the University's *Smoking Policy*, Smoking is prohibited everywhere in Clubhouse, including offices and common areas.

Telephone Services

Only University-provided telephone equipment may be used with the telephone jacks available in each Office. Groups wishing to make use of telephone services must reimburse the University for the cost of providing these services. Telephone services may be arranged through the Office of Student Affairs.

High Speed Internet Access

Only approved computing and networking equipment may be used with the computing network jacks provided in each Office. Access to the high speed campus backbone and the Internet is provided free of charge. Computing network services may be arranged through the Office of Student Affairs.

Liability

The University bears no responsibility for damage to or the loss of property or possessions of groups. The University's insurance policies do not cover a group's possessions. If desired, groups are responsible for providing insurance on the group's own property or possessions.

Other Behavior

The Sussex Clubhouse is intended to be a place of collegial and cooperative interaction. Members of groups must respect the rights of others by behaving in a co-operative manner. Members of groups are reminded that all laws of Canada and the Province of Ontario and all policies of the University of Toronto, including the *Student Code of Conduct*, apply to members of groups occupying space in the Clubhouse.

Agreed to on behalf of the Group by:

Name, Signing Officer 1

Signature, Signing Officer 1

Name, Signing Officer 2

Signature, Signing Officer 2

DATE: _____

Schedule “C” – Community Standards

It is important to ensure that all recognized campus groups that have been granted office space in the Sussex Clubhouse are fulfilling the responsibilities that accompany the privilege of having office space. Due to limited supply, office space on campus is a privilege afforded to few groups. As a result, there is an expectation that these groups to remain active, participate in Clubhouse events, comply with the appropriate policies, and work together to build community.

There has been a need identified for a system by which the fulfillment of responsibilities is encouraged and community standards are enforced. As part of this system, groups that fail to fulfill a responsibility are given one (1) demerit point. A Community Standards Report is generated annually and presented to the Committee to Allocate Student Activity Space (CASAS) for the consideration of its members when reviewing Applications for Campus Group Office Space from groups seeking the renewal of their office space allocation. Additionally, each group that has accumulated five (5) demerit points during the course of one fall/winter period (inclusive) would be reported to CASAS for the consideration of its members with the recommendation of the removal of office space.

Actions Resulting in Demerit Points

Failure to Attend a Mandatory Meeting

Each group shall send one representative to attend each mandatory meeting, in its entirety. If a group fails to attend a meeting, in its entirety, that group will be given one (1) demerit point. These mandatory meetings are intended to provide the Sussex Clubhouse groups an opportunity to network, build community and explore leadership development.

Failure to Post Office Hours

Each group shall post office hours each term, by end of the third week of the fall session and by the end of the second week of winter semester. Office hours must consist of a minimum of five (5) regularly occurring office hours per week, held between 9:00am and 9:00pm and between Monday and Friday (inclusive). If a group has not posted office hours by the aforementioned deadline during a session, that group will be given one (1) demerit point.

Failure to Attend Posted Office Hours

Each group shall ensure that a representative is in its office during posted office hours. Campus Organization Services will conduct randomly occurring checks for office attendance during posted office hours. If a group misses three (3) sets of office hours, that groups will be given one (1) demerit point.

Failure to Actively Participate in Club Crawl

Each group shall actively participate in the annual Club Crawl event. If a group fails to actively participate in this event, that group will be given one (1) demerit point.

Failure to Adhere to Occupancy Agreement & Sussex Clubhouse Policies

Each group shall adhere to the conditions of its Occupancy Agreement and to the policies of the Sussex Clubhouse (i.e. proper use of common spaces, adherence to the Sussex Clubhouse Posting Policy, etc.) The first infraction will result in a warning, all subsequent infractions will result in the group being given one (1) demerit point.

Actions Resulting in the Removal of Office Space

Failure to Submit an Annual Activity Report

Each group shall submit an annual activity report. This is a mandatory requirement for all groups that have office space in the Sussex Clubhouse. Failure to submit an annual activity report will result in the removal of office space, as per the conditions set out by sections 12,a,ii and 19 of the Occupancy Agreement.

Failure to Renew Campus Group Recognition

Each group shall renew its recognition with Campus Organization Services by September 30 in order to maintain the use of their office space. Failure to renew campus group recognition will result in the removal of office space.

Agreed to on behalf of the Group by:

Name, Signing Officer 1

Signature, Signing Officer 1

Name, Signing Officer 2

Signature, Signing Officer 2

Name, OSL Staff

Signature, OSL Staff

Date

Appendix 1 – Committee to Allocate Student Activity Space

Mechanism for Space Allocation

1. Recognized groups applying for space must complete a Standard Application form.
2. Applications for space and infrastructure resources will be considered by the Committee to Allocate Student Activity Space (CASAS)
3. Members of CASAS will include:

Seven student representatives, comprising

Two representatives from SAC

One representative from each of GSU and APUS

Three students at large, nominations to be received in December of each year and assessed by the Vice-Provost, Students. Students will be selected to represent broad student interests.

Three staff representatives drawn from Student Affairs and Services, Hart House and/or the International Students' Centre.

The total membership is ten, with a total of seven students. The Membership will appoint the Chair. Each student member will serve a one year term, renewable to a maximum of three years. The staff representatives will serve for a three year term which is renewable.

4. Space allocation decisions will be made on the basis of weighted criteria; these criteria will be clearly defined and publicly available.

Appendix 1 – Temporary Single Occupancy of a Shared Office

Mechanism for Space Allocation

1. The group understands that **[ROOM NUMBER]** is intended to be a shared office in normal circumstances. However, at the time of the signing of this agreement, the group will not share the office.
2. The Office of Student Life reserves the right to fill the space at any point in the duration of this agreement.
3. The group has no right or claim to a private office and understands that this office is intended to be a shared space.

Agreed to on behalf of the Group by:

Name, Signing Officer 1

Signature, Signing Officer 1

Name, Signing Officer 2

Signature, Signing Officer 2

Name, OSL Staff

Signature, OSL Staff

Date