

# Markham Campus Student Housing 2026-2027 OCCUPANCY AGREEMENT

**BETWEEN:**

**YORK UNIVERSITY**

(the “**University**”)

- and -

**FOURSTAY INC.**

(“**4stay**”)

- and -



(the “**Student**”)

## **SECTION I. OCCUPANCY TERMS & DATES**

**TERMS AND CONDITIONS:** The University is pleased to facilitate this Occupancy Agreement with 4stay, a prominent international housing platform that specializes in managing the student housing process and arranging a carefully curated selection of fully furnished off-campus housing options for university students. The University has entered into certain arrangements with 4stay to procure various off-campus housing units (“**Housing**”) for its students (collectively, the “**Students**”) to occupy in respect of the Markham Campus Student Housing, which is located off-campus in the condominium development commonly referred to as Gallery Square Condominiums and municipally located at 38 Simcoe Promenade, Markham, Ontario.

The terms and conditions of this Occupancy Agreement are binding between the University, the Student, and 4stay in respect of the Student’s occupancy of the Housing. These terms and conditions include, but are not limited to, health and safety related policies, regulations and guidelines as discussed in Section III below.

**FALL AND WINTER OCCUPANCY:** This Occupancy Agreement is for the **2026-2027** academic year. Occupancy will commence on Check-in Date. This Occupancy Agreement will end twenty-four (24) hours after the student’s final class/exam or at the Check-Out Time, whichever is earlier.

**WINTER OCCUPANCY:** Students admitted to the University for the Winter Term are eligible to apply for Housing once they have accepted their Offer of Admission. Housing applications will be reviewed on a first-come first-served basis, and the assignment of Housing will depend on availability.

Occupancy for the Winter Term will commence on Check-in Date and will end twenty-four (24) hours after the student’s final class/exam or at the Check-Out Time, whichever is earlier.

**CHECK-IN DATES:** Students may move in on their applicable Check-in Date as outlined below:

Student Group	Check-in Date
First-year International Students	Sunday, August 30, 2026
First-year Domestic Students	Sunday, August 30, 2026
Upper-Year and Graduate Students	Sunday, August 30, 2026
Winter-only	As required

**CHECK-OUT TIME:** Check-out Time is the time which residents must vacate their Fall/Winters Contracts. Check-out Time is twenty-four (24) hours after the student's final class/exam or at 12:00pm (noon) on the day of the term listed below, whichever is earlier.

Term	Check-out Date
Fall Term	Wednesday, December 23, 2026
Winter Term	Saturday, April 24, 2027 at 12:00pm (noon)

**HOLIDAY CLOSURE:** Housing and Residence Life support will be limited during the Holiday Closure period starting Wednesday December 23, 2026 (12:00 pm) until Saturday, January 2, 2027 (9:00am). Emergency issues, including emergency maintenance requests and safety related issues support will remain available.

**TERMINATION:** The University and 4stay reserve the right to take any necessary actions to ensure the health, safety, and security of all residents, which may include the removal of Students from Markham Campus Housing if required. The University can terminate this Occupancy Agreement, at any time, if it is determined to be in the best interest of the University.

The University may impose terms on Students who have been evicted from the Markham Campus Student Housing including a ban on entering the Markham Campus Student Housing and/or other buildings, and deem them ineligible to apply for University housing and affiliate housing in future years. The process to re-enter the University and affiliate buildings, as per the appeals process, will be outlined in the decision letter from the University and/or affiliates (eg. 4stay).

## **SECTION II. ELIGIBILITY & ROOM ASSIGNMENTS**

**ELIGIBILITY:** Students must meet the following criteria to be eligible to live in undergraduate residences:

- New/current students must be registered in a full-time program at the University (minimum of 24 credits for the F/W term or 12 credits per term)
- Students who have an outstanding balance on their student account or a history of significant or various behavioural infractions or incidents contrary to the Code of Student Rights and Responsibilities ("CSRR") are not eligible to live in the building.

**ROOM ASSIGNMENTS:** Students cannot change their assigned room without written approval from the University and 4stay. Students are not permitted to lend or sublet their room to another individual at any time.

**ROOM CHANGES:** The University and 4stay reserve the right to move Students to another room/unit and/or building at any point during the occupancy period.

**ROOM TRANSFERS:** Students who want to request a different room/unit after moving in are required to submit a Transfer Request Form. Transfer requests will be reviewed by the University and 4stay on a case-by-case basis.

**ROOMMATES:** Residents living in a unit comprised of shared rooms/suites must be prepared to welcome a new roommate or suitemate at any point during the occupancy period and are responsible for always maintaining an acceptable level of cleanliness. Some rooms/suites include shared space, such as closets and other areas, and residents shall act reasonably, cooperatively and in a courteous manner in such sharing.

Residents living in a unit comprised of double rooms must ensure that their personal belongings are kept on their side of the room. Should the University and/or 4stay have any difficulty filling a vacancy due to space infringement or unacceptable level of cleanliness, the current occupant may be held financially responsible for the vacancy until filled.

### **SECTION III. HEALTH & SAFETY**

**HEALTH AND SAFETY RELATED POLICIES, REGULATIONS, AND GUIDELINES:** Residents must abide by all Health and Safety-related policies, regulations, and guidelines adopted by the University and/or Public Health. Residents who are entering or returning to Canada are subject to all government travel advisories and restrictions, including any period of quarantine or self-isolation upon their return. Students are also required to follow reasonable directions from the University related to health and safety. Such directions are for the Student's safety and the safety of others and may include but are not limited to a direction to submit to testing, a direction to self-isolate should a Student become ill and/or a direction to maintain a safe physical distance from others. Failure or refusal to follow these directions may lead to sanctioning up to and including the termination of the Markham Campus Student Housing Occupancy Agreement.

**SAFETY AND SECURITY:** For security reasons, Markham Campus Student Housing (off-campus) entrances are locked according to Gallery Square Condominium's policies and procedures. Only authorized staff and residents are permitted entry. It is the residents' responsibility to prevent outsiders and/or tailgaters from entering the Markham Campus Student Housing (off-campus) and report any suspicious activities to on-site Dons, RLCs, or 4stay immediately.

Students are encouraged to download the [York U Safety App](#).

Residents are responsible for locking their room/units. The University and 4stay are not responsible for any loss, injury or damage resulting from failure to comply with the agreement or improper use of locks.

**EMERGENCY PROCEDURES:** All residents and guests are required to exit the building during emergencies that require evacuation and follow instructions given. Residents and guests should proceed directly to the designated assembly points where additional information will be provided. No one is permitted to re-enter the building until clearance has been granted. Specific procedures are outlined in the 4stay Emergency Protocol – Gallery Square

**FIRE PROCEDURES AND FIRE ALARMS:** All residents and guest(s) are required to exit the building at the sound of a fire alarm. In the event of fire, residents and guest(s) are required to follow instructions given by Fire Services personnel.

Fire Safety Procedures are outlined in the [Residence Handbook](#). Portable fire extinguishers are in Markham Campus Student Housing for emergency use only. Severe penalties will be imposed for misuse of any fire equipment, or tampering with fire safety devices such as disconnecting, covering, or damaging smoke/heat detectors. Students who cause fire alarms in the building may be subject to disciplinary action, criminal prosecution, fines and eviction.

**ON-SITE SECURITY:** Markham Campus Student Housing (off-campus) has on-site security personnel 24/7 provided by Gallery Square Condominiums in accordance with its policies and procedures. The University's

RLC, Dons, and 4stay staff will maintain communication with security personnel as appropriate for any incidents or concerns relating to Students.

Additional Security protocols include:

**24/7 Concierge Service:** Professional concierge services are available around the clock, offering both security and convenience to residents.

**Secure Underground Parking:** The parking facilities are secured with elevator access directly to the residential areas, ensuring safety and controlled access.

**Surveillance Systems:** Main entrances and exits are monitored by closed-circuit television (CCTV) systems, enhancing security across the premises.

**Security Access in Common Areas:** Access to all common areas is secured, requiring key fobs or access cards, which helps prevent unauthorized entry.

**Smoke Detectors and Sprinkler Systems:** Each suite is equipped with smoke detectors and sprinkler systems to ensure fire safety.

**ENVIRONMENTAL CONSIDERATIONS:** The Markham Campus Student Housing is a high-density, communal living environment. The University and 4stay cannot guarantee an environment that is free of allergens or risks due to internal or external factors beyond control. Students with pre-existing conditions should seek medical advice before accepting a residence offer and follow public health protocols upon entry to campus.

**EMERGENCY AND PERSONAL PREPAREDNESS:** In life-threatening circumstances, students are encouraged to use their cell phones to call 911 and contact the building security and the Don on Duty. Students should reference the Residence Handbook and the 4stay Emergency Protocol – Gallery Square.

**EMERGENCY CONTACT INFORMATION:** The University will use the email address and phone number(s) in the University's Student Information System and 4stay's system to communicate with students. It is the resident's responsibility to update their contact details and emergency contact information, as well as checking their email account on a regular basis for important messages from the University and 4stay.

#### **SECTION IV. RESIDENCE ROOM PAYMENT**

**MARKHAM CAMPUS STUDENT HOUSING FEES:** A comprehensive list of housing and other fees can be found at the [Markham Housing website](#). All rent and fees will be paid by the Student directly to the University, and the University will be responsible to remit the applicable rent and fees to 4Stay.

**ADDITIONAL FEES:** Students are responsible for the full payment of their residence fees. Students are also required to pay a Residence Life Activity and Administration Fee (RLAAF) for residence programming and activities.

**PAYMENT DATES:** Rent for Markham Campus Student Housing will be payable by Students to the University in two installments, with the first installment being payable by no later than September 15<sup>th</sup> and the second installment being payable by no later than January 15<sup>th</sup> of each year.

**INTERNET:** All accommodation fees are inclusive of WIFI and utilities.

**CANCELLATIONS:** Any student who cancels their reservation for Housing after accepting an offer will forfeit their application fee.

**\*DENIED STUDY PERMITS/NOT ACCEPTED TO UNIVERSITY:** It is the Student's responsibility to notify 4stay 10 business days before the Check-In Date if they are not accepted at the University, have not received their study permit, or are otherwise not available to attend.

**NO-SHOW:** Incoming residents must notify 4stay, in writing, if they will be arriving after their scheduled move-in date. Any student who does not move in by the first day of classes without previously informing 4stay will lose their reservation for Housing and be assessed a No-Show Fee.

**TRANSFERS:** Any student who has received written approval to transfer to another room/unit, or has been relocated due to behaviour/conduct issues, will be assessed a Transfer Fee of \$75 as well as a higher rate for the new room (if applicable and in such case, pro-rated as of the day of transfer).

**EARLY MOVE-IN:** Any student who received written approval to move in earlier than the Check-In Date stated in Section 1, will be assessed a nightly housing rate set at a pro-rated amount.

**LATE MOVE-OUT:** Any student who received written approval to move out later than the Check-Out Time stated in Section 1, will be assessed a nightly housing rate.

**IMPROPER MOVE-OUT:** Any student who fails to move out in accordance with processes set by Housing Services and 4stay as communicated in the Move-out Information will be assessed the Improper Move-out Fee.

**WITHDRAWAL FROM RESIDENCE:** Students must notify both Housing Services and 4stay, in writing, if they opt to withdraw from the Markham Campus Student Housing. The withdrawing resident will be responsible for the remainder of their housing fee, an early withdrawal fee to be determined by the University (acting reasonably), and the pro-rated Housing fee in the event that the vacated room is assigned to a new resident. 4stay cannot guarantee if or when vacant housing will be assigned to another student.

**WITHDRAWAL FROM THE UNIVERSITY:** Students who withdraw from the University are no longer eligible to live in Markham Campus Student Housing and must vacate their room within twenty-four (24) hours of withdrawing from their courses/program. Any student who withdraws must notify Housing Services and 4stay in writing, about their academic status and will be assessed an Early Withdrawal Fee.

**REMOVAL FROM RESIDENCE:** Any student removed from Markham Campus Student Housing due to conduct issues is subject to sanctions outlined in the CSRR as well as any applicable fees/fines.

**UNIVERSITY STEP IN:** If 4stay holds the University responsible to pay any amounts on account of the Student's occupancy of the Housing (such as, for example only, if the Student fails to pay any fees when due, or if the Student causes loss or damage to any portion of the Markham Campus Student Housing) during the occupancy period or following the Student's check-out of the Housing, and the University pays such amounts on behalf of the Student, then the University has the right to charge the Student's student account that is held with the University so that the University may be reimbursed for its out-of-pocket costs and other reasonable administrative amounts.

## **SECTION V. RULES & REGULATIONS**

**UNIVERSITY & GOVERNMENT RULES AND REGULATIONS:** Students must abide by all University rules, regulations, and policies, as well as all applicable laws, including but not limited, to use of prohibited substance, alcohol consumption and public health measures/protocols. Non-compliance is subject to disciplinary actions which may include, but not limited to, a Student's removal from Markham Campus Student Housing.

**MARKHAM CAMPUS STUDENT HOUSING RULES AND REGULATIONS:** Students are responsible for complying with rules, regulations and policies outlined in this Occupancy Agreement as well as the Handbook. Students are responsible for ensuring that their guests also comply with such rules, regulations and policies. Non-compliance is subject to disciplinary action which may include, but not limited to, the student's/guest's removal from the building.

**CODE OF STUDENT RIGHTS AND RESPONSIBILITIES:** Residents are required to review, and adhere to, the CSRR. Failure to adhere to the CSRR may result in disciplinary action which may include, but not limited to, a student's removal from the building.

Residents who are registered students of another educational institution are required to adhere to the code of conduct governing student behavior of their home institution. The University may report any breach of the CSRR to the student's home institution.

**RESIDENCE LIFE STAFF:** Residence Life Coordinator and Managers are Local Adjudicators pursuant to the CSRR and can be approached with any questions or concerns. Local Adjudicators have the authority to address resident behaviour in accordance with the CSRR and the Residence Handbook.

**RESIDENCE DONS:** Residence Dons are responsible for enforcing Markham Campus Student Housing rules and policies, and in doing so, will endeavor to create a positive environment for all residents. While Dons are primarily responsible for all student units, they serve the community, and have the authority to enforce the CSRR.

**DISORDERLY CONDUCT:** Disorderly conduct includes, but is not limited to, involvement in a disturbance (alone or with others), interfering with the rights of others, as well as other unacceptable behaviours. Disorderly conduct may result in disciplinary action which may include, but is not limited to, a student's removal from the building.

**PERMITTED THIRD PARTIES:** 4stay may at its discretion enter into third-party agreements with any subcontractors, affiliates, suppliers, vendors, or service providers (a "**Permitted Third Party**") without the student's consent. 4stay remains responsible for the performance and safety of each Permitted Third Party and their compliance with the terms and conditions of this Agreement.

All Permitted Third Parties have executed a confidentiality agreement, non-disclosure agreement, and data security agreement with 4stay consistent with University's rules and regulations.

Nothing contained in this Agreement shall create any contractual relationship between the Student or the University and any Permitted Third Party.

4stay will ensure that any Permitted Third Party complies with all laws, regulations, security screening, and any other requirements necessary for providing its services to 4stay.

## **SECTION VI. ROOM/BUILDING RULES & MAINTENANCE**

**APPLICABLE RULES:** Students and their guests are responsible to comply with the CSRR and the Residence Handbook.

**RIGHT OF ENTRY:** 4stay reserves the right to enter, on reasonable prior notice, Markham Campus Student Housing through its authorized employees, agents and subcontractors, for the purpose of carrying out duties (e.g., maintenance, repairs, construction, fire equipment inspection, pest control, technology services, cleaning inspections and cleaning services, etc.). 4stay may also enter Markham Campus Student Housing to ensure the safety, security and well-being of others, or if 4stay believes that Markham Campus student housing rules

and regulations are being violated. Students waive any claim against the 4stay, its officers, governors, agents and employees based upon such entry.

The University, 4stay and its representatives may enter the room/unit to facilitate the rental of other beds/rooms located therein. This may include tours, arrivals/move-in/move-out of other residents, and other practices related to managing a rental property. Except in case of emergency or when it is impractical to give notice, the University and/or 4stay will give the student reasonable notice (but no less than twenty-four (24) hour notice) of the University and/or 4stay's intent to enter, and may enter the Premises only at reasonable times.

4stay and/or Permitted Third Parties may enter the Premises without notice to the student to perform the Services outlined in Appendix B, and may do so only at reasonable times.

**CONSTRUCTION, REPAIRS, AND RENOVATIONS:** The University and 4stay may relocate residents to another room/building to facilitate construction/repair/renovation activities and comply with health and safety standards. Efforts will be made to minimize any disruption caused; however, students will not be compensated, or refunded, in the event of relocation.

**GUEST POLICY:** All guests must abide by the rules and policies outlined in the [Residence Handbook](#) and University protocols in place. In shared units, guests (especially overnight guests) must be discussed and approved by all roommates and suitemates in advanced. All guests must be signed into the building, and resident host will be held responsible for their behaviour and actions during their stay.

A maximum of 2 guests are permitted per Student. Each Student is responsible for their guests at all times. Guests are expected to abide by Housing Rules. Overnight guests must be approved by 4stay and 4stay reserves the right to limit overnight stays of guests. In no circumstances will long-term guests be permitted.

**NOISE:** Residents are required to adhere to quiet-hours policy within their building. Excessive noise, which disturbs the comfort of other residents, is prohibited. Residence noise & quiet hour policy is in place to maintain an atmosphere conducive to study, sleep, and success. Respecting each other's rights to sleep and study free from undue interference or distraction takes precedence over individuals' rights to entertain. All residents are expected to observe quiet hours by keeping noise to a minimum, 11pm to 8:00am Sunday – Thursday and 1:00am – 8:00am Friday – Saturday. Quiet Hours are set in accordance with City of Markham by-laws and are not negotiable. Students involved in noise disruptions during quiet hours can expect to be held accountable under the CSRR and/or Residence Community Standards included in the Residence Handbook and may, as a result, face sanctions. Outside of Quiet Hours, residents must keep noise to a courteous level. Failure to do so may also result in students being held accountable under the CSRR and/or RCS. Please be cooperative when a Student is asked to reduce their noise or observe quiet hours. Residence is a compact community where noise travels easily, so it is important for Students to minimize their impact on others around them. During exam time, extended quiet hours are in place for 22 hours of the day with courtesy hours from 7:00 pm – 9:00 pm daily.

**STORAGE:** 4stay does not provide storage facilities for student's personal belongings or furnishings. It is the resident's responsibility to arrange for one if they require so.

**ROOM DECORATIONS:** Students are not permitted to paint, or make alterations in their room/unit and/or common areas.

Exhibiting or affixing any unauthorized sign, poster, advertisement, notice or other lettering, flags or banners that are inscribed, painted, or affixed to any part of the outside of a building or the inside of the building which may be viewed outside of a Student's Housing is not permitted.

**FURNITURE:** Students are not permitted to bring large pieces of furniture, including beds/waterbeds, desks and dressers, into residence. Furniture supplied by 4stay cannot be removed from room/unit, common areas or buildings. Furniture from other areas of the University cannot be relocated to a Student's Housing.

**ANIMALS/PETS:** Pets are not permitted in any of the Markham Campus Student Housing buildings. Students with registered service animals should contact 4stay to make appropriate arrangements.

**CLEANLINESS:** Students are responsible to maintain a standard of cleanliness that creates a hospitable environment and always adheres to Health and Safety regulations. They are accountable to always keep their Housing in a clean and orderly condition. This includes but is not limited to keeping room/unit free from all pests and using appropriate disposal and recycling receptacles.

Rooms/units are inspected at least once per month. Residents share the responsibility for cleanliness in the common rooms, kitchens, washrooms, and other shared space within the unit and building. 4stay offers monthly cleaning service in the common areas of the units, included in the monthly rent. Failure to comply with cleaning standards may result in sanctions and additional cleaning fees.

**SMOKING:** Students are not allowed to smoke or vape anywhere within the rooms/units and Ontario law mandates that individuals smoke 9 meters away from any building entrance. Smoking on the balcony is not permitted. There is a fine of \$250.00+ plus any additional damage restoration fees, and Students may be asked to move out of the Housing unit if they do not comply with the rules relating to smoking and vaping.

**CERTAIN APPLIANCES:** Appliances with open heating element, such as hot plates, toasters, toaster ovens, and electric heaters are not permitted in the bedrooms. Students are only allowed to cook in the designated kitchens in the Housing units with the supplied cooking devices.

**SOLICITATION AND COMMERCIAL ACTIVITIES:** Solicitation and using any part of the rooms/units for commercial purposes is strictly prohibited.

**OPEN FLAMES:** Burning items or use of open flames is strictly prohibited within Markham Campus Student Housing. This includes, but not limited to, candles, hookahs/shishas, potpourri, incense, etc. as these items pose a fire hazard. Non-compliance is subject to disciplinary action which may include, but is not limited to, a student's removal from the building.

**MAINTENANCE ISSUES:** All residents are required to report maintenance issues or concerns to 4stay in a timely manner, especially when it may impact the health, safety, and security of others.

**KEYS:** Each student will receive one (1) key upon occupancy of their room. Students cannot give or lend their keys/keycards to anyone, and they are responsible for reporting lost or stolen keys/keycards to their Don and 4Stay immediately. Replacement keys may be subject to a reasonable fee.

**CHECK OUT:** Residents are responsible for checking out of their rooms/units on the Check-Out Time as stated in Section 1. Before checking out, rooms/units must be cleaned and left in their original state prior to move out. Each Student is responsible for cleaning their own room/unit, while areas such as the bathroom, kitchen, and living room are the common responsibility of all suite-mates (in case there are multiple students living in the unit) Students must remove all personal belongings from the unit, dispose of trash, and submit keys to their Don/RLC. Upon move out, 4stay will inspect the room/unit to assess cleanliness and damage.

**ILLEGAL ITEMS AND DANGEROUS MATERIALS:** Illegal items and dangerous materials, including but not limited to drugs, weapons, ammunition, propane canisters, BBQ's, dynamite, gasoline, and fireworks are prohibited. Non-compliance is subject to disciplinary action which may include, but not limited to, a student's removal from residence.

## **SECTION VII. LIABILITY**

**NO LIABILITY:** The University and 4stay are not liable, directly or indirectly, for the loss, damage or theft of personal property, the damage or destruction of said property by fire, water or any other causes (e.g., the loss of utilities), or any loss or damage that Students or their guests may incur as a result of an emergency, whether natural or human made, that is beyond the reasonable control of the University and/or 4stay. The University and 4stay are not responsible for any personal injury including death, discomfort, damage or loss to Students or their guests while in Markham Campus Student Housing.

There will be no reduction in fees, or compensation, for any direct or indirect loss, theft, damage, destruction, inconvenience, injury, or discomfort whether caused by a strike or labour disruption, or public health crisis. Students should ensure that they have sufficient personal and/or contents insurance to cover any damage to, or loss of, their belongings.

**INSURANCE:** Students shall be required to obtain, at their sole cost, customary renters insurance applicable to similar housing units and shall deliver a certificate or other evidence of insurance to the university and 4stay prior to occupancy. The Student may elect to obtain such insurance from 4stay in accordance with 4stay's customary offerings.

**DAMAGES:** Damage to another resident's personal property or 4stay's property is strictly prohibited. Malicious intent to damage property/ or failure to uphold a reasonable standard of cleanliness will not be tolerated. Students are financially liable for any loss or damage to the Housing, amenities, hallways, elevators and other common areas, as well as any missing furniture and fixtures. Students will be assessed the full cost of repairing any damages and replacing any missing items.

**SHARED FACILITIES AND AMENITIES:** Students shall have the right to access common areas and amenities subject to complying with 4stay's rules and processes for booking and access.

**ABANDONED PROPERTY:** Any personal property left in the rooms/units after check-out will be deemed to be abandoned and will be disposed of 4stay.

**WAIVER:** If the University or 4stay overlooks any breach, default or non-observance by students or their guest(s), the University and/or 4stay are not to be taken to waive any of its rights under this Occupancy Agreement and other subsequent breaches, defaults, or non-observances hereunder.

**AMENDMENT:** Any amendments to this Occupancy Agreement are not effective unless approved in writing by 4stay and the University. The University reserves the right to alter any rates, policies and/or the terms and conditions within this Occupancy Agreement if and when required. The information contained herein is current at the time of printing, however, it is necessary from time to time to alter rates, terms, conditions and policies and reserves the right to make these changes.

**FORCE MAJEURE:** 4stay, the University, nor the student shall be liable for any delay or failure to perform their respective obligations under this Occupancy Agreement if such delay or failure is due to events or circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, governmental actions, war, civil unrest, strikes, or any other similar events (collectively, "**Force Majeure Events**"). In the event of a Force Majeure Event, the affected party shall promptly notify the other party in writing, and the performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than sixty (60) days, 4stay, the University, or the student may terminate this Occupancy Agreement upon written notice to the other party. The occurrence of a Force Majeure Event shall not modify the obligation for the Student to pay occupancy fees or other fees

and amounts owing under this Occupancy Agreement, it being agreed that such monetary obligations shall continue to apply notwithstanding the occurrence of a Force Majeure Event.

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Dated \_\_\_\_\_, 2026

**YORK UNIVERSITY**

by:  
Name:  
Title:

by:  
Name:  
Title:

**4STAY INC.**

by:  
Name:  
Title:

by:  
Name:  
Title:

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
)  
)  
\_\_\_\_\_)  
Witness to Student signature )  
)

• [NTD: insert Student name;  
Student to sign on line above.]