

DINING PROGRAM ADDENDUM (2023/24)

The Landlord will provide to the Tenant, during the term of this Agreement and throughout any additional month-to-month tenancy, personal access to and use of the Property's dining program (subject to the qualifications outlined below), with dining services and service times **generally** provided as described below (**subject to change**).

1. The Lease Agreement outlines the fees for the Dining Program. The Dining Program is an integral amenity for all Tenants at the Property and a non-severable part of the Lease Agreement, subject to the below qualifications:
 - 1.1. Participation is not cancelable by the Tenant or available separately. It is a requirement for all Tenants to participate in the Dining Program (subject to the Dining Program's availability). Landlord reserves the right, in its sole, absolute and unfettered discretion, to alter, limit, suspend or cancel the Dining Program for any reason, including but not limited to low participation, for all or any part of the Term of the Lease Agreement.
 - 1.2. No discount, credit or refund is provided for missed or unused meals.

Tenant Initials:

2. The Fall 2023/24 Academic Year Dining Program is based on a three-tier declining balance structure
 - 2.1. **Lite** - \$5,830.00 / **Average** - \$6,320.00 / **Hearty** - \$6,810.00
 - 2.2. The Dining Program Fee for the Fall 2023/24 academic year is payable in two semesterly installments for convenience—September 1st, 2023 and January 1st, 2024.
 - 2.3. The semesterly installment represents a deposit to the meal plan account and any applicable HST will be deducted at the point of purchase for the meals. Lessee's chosen Dining Program tier is outlined on page 4 of the Lease.
 - 2.4. Lessee agrees the Fall Dining Program begins September 3rd, 2023 with dining service and expires April 30th, 2024.

Tenant Initials:

If you are moving in after one of these installments was due, the amount for that installment period will be prorated and payable in full on the start date of the tenancy as defined in the Lease Agreement. Tenant agrees the prorated amount is \$ _____.

3. The Summer 2023/2024 Dining Program is a mandatory fixed term rate. Breakfast only.
 - a. The Dining Program Fee for the Summer Period is \$1,275.00 and due and payable on May 1st, 2024.
 - b. Individual guests are permitted, with payment for each guest at the time of entry, as follows: walk-in rate of \$13.25 plus tax *per visit*.
 - c. Lessee agrees the Summer Dining Program begins May 1st, 2024 and expires August 20th, 2024.

Tenant Initials:

4. **MEALS:**
 - a. **Fall 2023/24 Academic Year** Dining service is a declining balance meal plan, through the University of Toronto. The hours of service will be outlined in the Dining Hall Book, published by the University of Toronto.
 - b. **Summer 2024**, dining services is a fixed amount / fee for the summer services. The hours of service will be outlined in the Dining Hall Book, published by the University of Toronto.
 - c. A meal plan for food service shall be used only by the resident to whom it is issued. Use by any person other than to whom the plan is issued will result in loss of dining privileges, with no refund of fees and Lessor will charge the person in question in accordance with paragraph 7 provided in the present Schedule.

5. **DINING HALL PROGRAM HOURS AND SERVICE:** Dining service and hours are outlined in the 2023/2024 Dining Hall Book published by the University of Toronto and posted to Landlord's website. No dishes, glasses or silverware may be taken from the dining hall or kitchen area. Please refer to the Dining Hall Book for additional terms, conditions, and policies. Hours and service is subject to change. (NOTE: Hours and services are operated by the University of Toronto Dining Services and may change or be adjusted based on the levels of business and usage.)

(a) **FALL & WINTER UNIVERSITY/COLLEGE SEMESTER while school is in session**

General Dining (including cold and packaged food items) will occur 7:00AM to 9:00 PM on weekdays and 7:00AM to 8:00PM Saturdays, Sundays, and Holidays (Subject to change).

Hot meal service on weekdays are 7:00AM to 10:30AM (breakfast), 11:30AM to 2:00PM (lunch), and 5:30PM to 7:00PM (dinner).

Hot meal service on the weekends and holidays is 8:30AM to 2:00PM, 5:30PM to 7:00PM (dinner). (Subject to change)

Brunch Service on the weekends and holidays is 8:30 to 2:00PM (Subject to change).

Hours of operation during Reading Week(s) are subject to change.

(b) **SUMMER UNIVERSITY PERIODS (Approx. May 1 – August 20, 2024)**

During the Summer University Period, the dining service is reduced to breakfast only. During weekdays, hot meal service (breakfast) and general dining is available 8:30AM to 10:00AM.

During weekends and holidays, hot meal service (breakfast) and general dining is available 8:30AM to 10:00AM. (Subject to change).

(c) **HOLIDAYS Closure Period**

Dining services will be closed from December 21st, 2023 to January 2nd, 2024 last day of service December 20th, 2023 (Subject to change)

Tenant Initials:

6. **MENU ROTATION:** Hot meal menus will generally operate on a rotation system. Adjustments may be made by the service provider to address product availability and/or for special occasions and celebrations.
7. **GUEST POLICY:** The dining program is designed primarily to serve tenants of the property. Guests to the dining hall are permitted by paying the cashiers at exit for food items from the dining hall. Resident is fully responsible for the conduct and behaviour of his or her guests at all times at the Property, including in the dining hall. Owner and its management agent reserve the right to restrict access by any guest for any lawful reason.
8. **FAILURE TO PAY:** If Tenant fails to pay sums due or at any point is in arrears with respect to Dining Program Fee as outlined in paragraph 1 above the tenant shall be subject to the following:
 - a. At Landlord's discretion Tenant access to Dining Program & corresponding facilities may be temporarily withheld until all sums due have been paid in full. Landlord's right to withhold access to Dining Program & Corresponding Facility shall not constitute an accord and satisfaction of the full amount of the Dining Program that is due. All sums due must be paid in full prior to Tenant regaining access to Dining Program.
 - b. If an event of Tenant has been evicted or moves out prior to the end of the Lease without having a right to do so under the Rental Lease, all amounts due under the Dining Program for the remainder of the Lease term shall be accelerated automatically without notice and shall be immediately due and payable. CampusOne Student Residence will exercise reasonable diligence to mitigate damages. Tenant Dining Program will be voided without refund in case of eviction.
 - c. Landlord's acceptance of any partial payment of Dining Program Fee shall not waive Landlord's rights or constitute an accord and satisfaction with regard to the remaining portion of the Dining Program Fee's that are due, regardless of any endorsement or other statement on any instrument or other instrument delivered in payment of Dining Program Fee or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Dining Program shall not constitute an accord and satisfaction of the full amount of the Dining Program Fee that is due. In addition, Landlord's acceptance of any cheque marked "final payment" or "paid in full" does not absolve the Tenant of any outstanding balance.
9. **TENANCY:** Under month-to-month tenancy and completion of the Tenant's original Lease Agreement, in where all meal plan funds expire and cannot be carried forth, the Tenant is obligated and agrees to purchase in full, a mandatory meal plan for the **2024/25 academic year (September – August)**.

TENANT:

Signature

Date
