



**USE** The Premises and parking spaces (if any), may be used only by the Resident. Allowing the use of the Premises by persons who do not have a contract for the use of such Premises (and parking spaces, if any) may be subject to action by the Institute and may be considered a violation of this License Contract.

**ROOM ASSIGNMENTS** Resident must comply with all room pick rules as specified by the Resident's House, or the Housing Office, whichever is applicable. The Institute does not guarantee Resident an assignment to any particular room.

**ENTRY BY THE INSTITUTE** The Institute may enter the Premises upon 24-hour written or oral notice to any Resident of the Premises or at a time arranged with any Resident of the Premises, for the purpose of making repairs or performing inspections, all without any rebate of license fee, and without any liability for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. The Institute may enter any room without notice in the event of an emergency, abandonment by Resident, or after termination of this Contract.

**CARE OF PREMISES BY RESIDENT** Resident and any other individuals to whom the Premises are assigned shall be jointly and severally responsible for the reasonable care and cleanliness of the Premises and to make payment for any damage or loss promptly upon demand by the Institute. If there are losses or damages in common areas where Premises are located and the responsible residents do not come forward to claim responsibility, the share of the cost will be assessed to all residents of that building. Resident will not smoke in or around the Premises and agrees to keep the Premises smoke free at all times. Resident shall not bring or maintain any type of waterbed on the Premises. Resident is not allowed on rooftops or on outside ledges of Premises.

**EARLY ARRIVAL** Arrivals prior to the Contract start date will be housed on a space available basis and charged a prorated daily rate based on summer term rates. Please refer to the "Undergraduate Student Dormitory License Contract – Summer 2008" for a list of term rates.

**FRESHMEN RESIDENTS** Freshmen residents must live in an On-Campus Undergraduate House or Avery for the first two academic terms, unless the Senior Director of Institute Housing grants an exemption.

**BOARD PLANS** All Residents living in one of the seven on-campus undergraduate houses or Avery automatically will be enrolled in and charged for a board plan. By accepting a room in one of the seven houses or Avery, the Resident agrees to the "Board Terms and Conditions" found on-line at <http://www.dining.caltech.edu> under the **Board Program** section. The "Board Terms and Conditions" are incorporated herein by reference. Any remaining Feynman or Avery declining balance board funds will be forfeited at the end of each term. For program effective dates, please refer to the "Board Terms and Conditions".

**CHECK-OUT PROCEDURES** The following procedures must be completed for proper check-out:

- Resident has completely vacated the Premises.
- All of Resident's personal possessions are removed from the Premises. **The Institute is not responsible for items left in rooms after Resident's check-out or Contract termination.**
- The **Room Check-Out/Move Notification Form** is completed and submitted in person or on-line to the Housing Office **within five (5) days of vacating the Premises to avoid the \$50.00 improper check-out fee.**
- All residential keys are delivered to the Housing Office.

**Until the above procedures are completed, Resident will continue to be charged for housing, and any other fees as outlined on this contract.**

**REFUNDS** When applicable, Resident's room charges will be prorated based on Resident's check-out date.

**UTILITIES** Resident agrees to pay for room telephone charges.

**REPAIRS AND MAINTENANCE** The Institute agrees to repair all defects in the Premises. The Institute shall repair defects, which arise from ordinary wear and tear, at the Institute's expense. The Institute shall repair all other defects and the cost of repair charged to Resident as additional rent. Without limitation, all defects caused by the acts or omissions of Resident, Resident's guests or invitees, will be so charged to Resident, including the cost of repair to or clearing of waste pipes and drains, repair to water pipes, plumbing fixtures, or overflow therefrom caused by negligent or improper usage or the introduction of articles or materials into the system for which the system was not intended, and including the cost of repair or replacement of damaged or missing furniture, fixtures, appliances or equipment. The Institute shall not be liable for failure to make any repair unless Resident has given to the Institute written notice of the need for repair and the Institute has had a reasonable amount of time to make the repair. Upon the expiration or termination of this license contract, Resident shall return the Premises to the Institute in the same condition as received less reasonable wear and tear.

**ALTERATIONS** Resident shall not make, nor suffer to be made, any alterations to the Premises, or any part thereof, without the Institute's prior written consent. Without limitation, "alterations" include painting, installing antenna or satellite dish, placing or displaying signs, or using fastening devices. If Premises come furnished, the Institute will not remove or store any unwanted or unused furnishings, such as beds, mattresses, dressers, etc.

**PERSONAL PROPERTY** Resident assumes all risks for personal property in Institute Housing, or any facility managed by the Housing Office. The Institute does not insure Resident's personal property. If Resident wishes to insure his or her personal property, he or she shall obtain and maintain the insurance.

**STORAGE** The Institute does not provide free storage, and is not responsible for providing storage space for Resident's belongings. Resident is fully responsible, and assumes all risks for items stored in facilities owned by the Institute. At no time is the Institute responsible for items stored in the Student Trunk Room.

**PETS** Resident is not permitted to maintain pets except those permanently and appropriately housed in a twenty (20) gallon aquarium or smaller. Without limitation upon the foregoing, Resident shall not maintain pets that are prohibited by law, including the Zoning Ordinance of the City of Pasadena. Please see Institute Housing Resident Guide at <http://www.housing.caltech.edu/> and the Caltech Animal Team's website (<http://www.cat.caltech.edu>) for further explanation of the pet policy.

**CLEANING** Room or off-campus house cleaning services will be provided once per term during the academic year. The cleaning consists of light vacuuming, emptying trash containers and wiping the sink. Resident may obtain a cleaning schedule from the appropriate custodial office. Residents may request additional cleaning from the Housing Maintenance Office for a fee. Non-Caltech custodial vendors are not permitted to clean student rooms.

**KEYS** If Premises requires a key, one key will be issued to Resident. Resident agrees not to duplicate or loan any key, and to return all residential keys issued upon termination of contract. Non-returned keys may require re-keying; the reasonable cost thereof to be charged to Resident. Re-key fees are not refundable.

**GUESTS** Resident may have an overnight guest in their room for a maximum of three nights per month. Institute guest policy is a privilege and can be rescinded if abused.

**GENERAL PROVISIONS** The License Contract granted hereunder is not transferable by Resident. The waiver by the Institute of any breach by Resident of the terms of this contract shall not be deemed to be a waiver of any subsequent breach by Resident. Acceptance of license fees by the Institute with knowledge of a breach by Resident shall not constitute a waiver of such breach. In its absolute discretion, Institute may revoke this license contract by giving not less than one day's written notice to Resident. Such notice may be personally served upon Resident, may be left in the Premises, or may be posted in some suitable place in the building in which the Premises are located. Termination of this license contract or Resident's abandonment of the Premises shall not release Resident from paying any obligations to the Institute.

**EXCEPTIONS AND EXEMPTIONS** The Senior Director of Institute Housing, in his or her absolute discretion, may determine whether a circumstance permits an exception or exemption to any contract terms or fees assessed to Resident.

**VIOLATION OF CONTRACT TERMS** In the event Resident violates any provisions of the License Contract, the Institute may require Resident to remedy the violation in such manner as Institute deems appropriate, may terminate this Contract, may remove Resident from any Institute Housing, and/or may remove Resident and Resident's personal property from the Premises, all with such notice as the Institute deems appropriate, or without notice. Upon demand, Resident agrees to pay to the Institute the cost of repairing any loss or damage to the Premises, the building, or the fixtures, furnishings, equipment, or decorations within the Premises, or extra cleaning costs caused by Resident or a guest of Resident.

**RESPONSIBILITY FOR CONTRACT TERMS** Resident understands and agrees that it is his/her responsibility to read and be familiar with all rules, regulations, procedures, and policies as outlined in this contract. Resident understands that these rules, regulations, policies, and procedures may not be altered verbally. Resident specifically understands and accepts that, while he/she may seek advice from Institute personnel, he/she is not entitled to rely on the interpretations of others, which interpretations cannot modify or change what is stated in this contract.