

**CALIFORNIA INSTITUTE OF TECHNOLOGY
UNDERGRADUATE STUDENT DORMITORY LICENSE CONTRACT – SUMMER 2009**

CALIFORNIA INSTITUTE OF TECHNOLOGY (“Institute”) through its Housing Office licenses:

_____ UID # _____

Last Name _____ First Name _____ Middle Name _____
 (“Resident”) to use the following Property (“Premises”): Summer Assignment: _____ Unit Number: _____

Together with the Premises, common areas, parking spaces (if any), and any of the Institute’s furniture, fixtures, appliances and equipment.

PREMISES Resident agrees to accept Premises “as is” in regards to furniture, fixtures, appliances and equipment. The Resident cannot ask for License Fee rebates if the Premises do not include furniture, fixtures, appliances and equipment which the Resident assumed would be included.

DEADLINE FOR LICENSE CONTRACT SUBMISSION/CANCELLATION The submission and cancellation deadline for this License Contract is **5:00 p.m. on June 1, 2009**. Any individual who fails to submit this License Contract by the deadline will incur a **\$100.00 fee and/or forfeiture of housing space**.

TERM This License Contract commences on **June 14, 2009** and ends on **August 21, 2009** or such other dates as may be designated by the Institute: **License Contract Start Date:** _____, **License Contract End Date:** _____. There is a one-month minimum stay required. Graduated seniors or other summer residents without a Fall 09-10 housing assignment are not eligible for housing past August 21, 2009. The Institute reserves the right to change the terms and conditions of this License Contract upon thirty (30) days notice to Resident. Any written notice required or permitted hereunder shall be served as follows: If the notice is to be given by Institute to Resident it may be personally delivered, left in the Premises or posted in some suitable place in the building in which the Premises are located.

LICENSE FEE The License Fee shall be charged to each Resident according to the following schedule:

On Campus House: \$1,544.00/term	Avery House Suite Single: \$1,851.00/term	Avery House Double/Triple: \$1,544.00/term
Off-Campus House: \$1,964.00/term	Avery House Single: \$1,747.00/term	Marks/Braun House Single: \$1,747.00/term

Resident agrees to pay additional fees as follows:

License Contract terms less than one month: \$35.00/day , all premises	Avery double room occupied as a single: \$5.00/day (No grace period)
License Contract cancellation on or after June 2, 2009: \$100.00	Avery triple room occupied as a double: \$5.00/day (No grace period)
Failure to complete check-out or room move procedures: \$50.00	Avery triple room occupied as a single: \$10.00/day (No grace period)
Surcharge for staying past 15 th day of effective date for academic ineligibility, withdrawal or sabbatical: \$100.00/day (noon each day)	
Failure to vacate Premises by termination or check-out date: \$100.00/day (noon each day)	

All fees will be charged to Resident’s Bursar’s Account. At any time, in its absolute discretion, the Institute may elect to have all sums due hereunder paid directly to Institute, and if any such sum is not timely paid, the Institute shall have the right to exercise against Resident all remedies permitted by this License Contract and by law. License Contract dates for less than the summer term of June 14, 2009 – August 21, 2009 will be charged a prorated rate based on the date that the check out procedures are completed.

ELIGIBILITY This License Contract will be extended to those individuals who have been registered for the entire duration of the Spring Term, 2008-09 or who are currently eligible to register for Fall Term, 2009-10 without UASH or Dean’s approval. **In the event that Resident becomes academically ineligible to register, this License Contract will be automatically terminated, and Resident must complete “Check-Out Procedures” by the fifteenth (15th) day from the date of notification of such action.** Failure to complete the check-out procedures by this date will result in a daily surcharge as described above, in addition to other housing charges, unless Institute Housing grants an exception within three (3) days of academic ineligibility. The Institute reserves the right to inform the House President, House Picks Officers, and/or Campus Life staff, of License Contract termination for the purpose of facilitating proper check-out.

MANDATORY ROOM MOVE PERIOD FOR STAYS PAST AUGUST 21, 2009 Any Resident who wishes to stay past August 21, 2009 must have a Fall 2009-10 Housing License Contract filed, or be on the Fall 2009-10 "Guaranteed Housing Waiting List" as specified by the Housing Office. Any eligible Resident must file a **“Summer Extension/Storage Form”** or **“Early Arrival Form”**, whichever is applicable, with the Housing Office, and must move into his/her Fall 2009-10 housing assignment between August 22 & 23, 2009 if that assignment is different from his/her Summer 2009 housing assignment.

SUMMER STORAGE PERIOD BEYOND AUGUST 21, 2009 Summer storage period is only available **August 22 - September 24, 2009** and only in the Resident’s Fall 2009-10 housing assignment. If Fall 2009-10 housing assignment is not available, Resident must store his/her belongings either in his/her House’s approved storage rooms or make his/her own off-campus storage arrangements. In order to be eligible for this storage period, Resident must properly check out of his/her summer assignment by submitting a **Room Check-Out Form** online or in person at the Housing Office and must file a **Summer Extension/Storage Form** by **August 9, 2009**. If Institute finds Resident physically occupying the assignment, this will be considered a violation of the Caltech Honor Code and regular early arrival fall term charges will apply.

LICENSE CONTRACT TERMINATION This License Contract terminates at the end of the Term (see above) or fifteen (15) days after the effective date of Resident’s ineligibility, academic withdrawal, sabbatical or early graduation. Resident must also comply with the “Check-Out Procedures” outlined on the reverse side of this License Contract within five (5) days of vacating the Premises to avoid the \$50.00 “Failure to complete check-out or room move procedures fee” (see above). All refunds to Resident’s Bursar’s Account will be calculated based on the check-out date; however, any additional housing fees/surcharges incurred subsequent to that date will be billed as a separate line item. If Resident fails to vacate the Premises by the termination date, Resident will be liable for a **\$100.00/day (noon each day)** surcharge in addition to “Failure to vacate Premises fee” charges as set forth in this License Contract. Furthermore, **the Institute has the right to remove Resident from the Premises. Resident will also be responsible for the cost of re-keying the Premises or repair costs to the Premises if damages have occurred.**

If Resident terminates this License Contract for any purpose other than moving to other Institute Housing as approved by the Institute, a cancellation fee will apply in accordance with the schedule in the additional fees section above, **in addition to regular housing charges.** Resident may not occupy any Institute Housing after the effective date of the cancellation. Resident terminating his/her License Contract must file a cancellation form on-line at least **fifteen (15)** days prior to moving out. Once a cancellation form is submitted, a non-refundable cancellation fee will be levied and Resident will have fifteen (15) days to complete check-out procedures, and submit a check-out form in person, or on-line. **Resident will continue to be charged all applicable housing fees until all check-out procedures are completed, including, but not limited to, “Failure to complete check-out or room move procedures fee” and housing License fees.** Except for a cancellation effective prior to the commencement of the License Contract, Resident’s License fees will be prorated to the date which check-out procedures are completed.

CONDUCT Resident agrees to abide by the Institute Housing Resident Guide (maintained at <http://www.housing.caltech.edu/>), including but not limited to the roof, common areas, fire, and pet policies, House Rules, the Institute’s Policy on Alcohol and Substance Use, and any other rules and guidelines established and hereafter established or modified from time to time by the Institute, as well as all applicable Municipal, State and Federal Laws. Consistent with Institute Policy, Resident shall not maintain, possess, transport or use any firearms, BB, pellet, or paintball guns, other weapons, fireworks, explosives, dangerous chemicals or highly flammable materials (i.e. gasoline) in Institute Housing, including all on and off campus housing facilities.

By signing below, I agree to the terms stated above and on the reverse side of this page.

Signature of Resident: _____ Date: _____

Signature of Parent / Legal Guardian: _____ Date: _____
 (Required if Resident is under eighteen (18) years of age)

CALIFORNIA INSTITUTE OF TECHNOLOGY By: _____ Date: _____

Additional terms of License Contract and services are shown on the reverse side.

ENTRY BY THE INSTITUTE The Institute may enter Premises without notice, upon receipt of maintenance request from Resident, in the event of an emergency as determined by Institute, abandonment by Resident, or after termination of this License Contract. In addition, upon 24 hours notice to any Resident of the Premises or at a time arranged with any Resident of the Premises, the Institute may enter the Premises. This shall be without any rebate of License fee, and without liability for loss of occupation or quiet enjoyment of the Premises.

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.

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. The common areas of the Premises are subject to the Institute's control. 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.

TERMS AND CONDITIONS Resident shall pay all License fees in accordance with dates and amounts specified on this License Contract. If the summer License Contract room assignment is different from the 2008-09 Spring Term room assignment, Resident agrees to completely vacate the Spring Term room assignment by 12:00 p.m., Saturday, June 13, 2009. Resident further agrees to accommodate moves and storage by the summer Resident as necessary for those Residents to complete their moves.

CHANGES IN LICENSE CONTRACT DATES Resident may request changes to the License Contract dates with written notice to the Housing Office at any time. The Housing Office will grant the changes if they do not violate conditions for occupancy or the other terms of this License Contract. Any applicable changes in License Fee as described by the terms of this License Contract will be charged to Resident.

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 License 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 Failure to complete check-out or room move procedures fee.**
- All residential keys are delivered to the Housing Office.

Until the above procedures are completed, Resident will continue to be charged for License Fees, and any other fees as outlined on this License Contract.

REFUNDS When applicable, Resident's License Fees will be prorated based on Resident's check-out date.

UTILITIES Resident agrees to pay for room telephone charges.

REPAIRS AND MAINTENANCE The Institute shall repair defects, which arise from ordinary wear and tear, at the Institute's expense. 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 furnishings provided in the Premises.

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 personal items left in facilities. At no time is the Institute responsible for such items.

PETS Resident is not permitted to maintain pets except as provided by Caltech's Pet Policy found at <http://www.housing.caltech.edu/>.

CLEANING Room or off-campus house cleaning services will be provided once between Residents during the summer. The cleaning consists of light vacuuming, emptying trash containers and wiping the sink. Resident 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 this License Contract. Non-returned keys may require re-keying of Premises and the re-keying will be charged to Resident.

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

FURNITURE, FIXTURES AND EQUIPMENT Resident acknowledges receipt in good condition of the carpeting/flooring, window coverings, furniture/furnishings and a smoke detector, without warranty, expressed or implied, by the Institute as to its condition or fitness. Resident shall not alter the Premises' fixtures, furnishings or equipment without consent of the Institute. Upon the expiration or termination of this License Contract, Resident shall return the Premises, together with Institute's furniture, fixtures and equipment to Institute in the same condition as when received, less reasonable wear and tear. Resident waives the provisions of California Civil Code Section 1957, if applicable.

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 License 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.

EXCEPTIONS AND EXEMPTIONS Institute Housing, in its absolute discretion, may determine whether to waive the Institute's rights under this License Contract.

VIOLATION OF LICENSE 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.

RESPONSIBILITY FOR LICENSE 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 License 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 License Contract.