

**CALIFORNIA INSTITUTE OF TECHNOLOGY**

**UNDERGRADUATE STUDENT DORMITORY LICENSE CONTRACT – ACADEMIC YEAR 2009 – 2010**

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

\_\_\_\_\_ UID # \_\_\_\_\_ (“Resident”) to use the following Property (“Premises”):

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
**Property Offered (if known) – Address or Building Name:** \_\_\_\_\_ **Unit/Room #:** \_\_\_\_\_

Together with the Premises, common areas, parking spaces (if any), 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** Current students participating in the 2009-10 Academic Year Room Picks during the 2008-09 Spring Term: 5:00 p.m., **May 29, 2009**. New 2009-10 students: postmark of **August 21, 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 at 12:00 p.m. on **September 25, 2009**, or such other date as may be designated by the Institute \_\_\_\_\_, and ends at 12:00 p.m. on **June 12, 2010**. 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 by term according to the following schedule:

<b>On Campus House</b> \$2,008.00/term plus full board charges	<b>Off-Campus House</b> \$2,554.00/term plus optional board	<b>Marks House / Braun House Single</b> \$2,271.00/term plus optional board
<b>Avery House Suite Single</b> \$2,405.00/term plus full board charges	<b>Avery House Single</b> \$2,271.00/term plus full board charges	<b>Avery House Double / Triple</b> \$2,008.00/term plus full board charges

To the License Fee described above there shall be added the following fee:

**Board – On-Campus Houses and Avery House Residents: \$1,559.00/term**

**Resident agrees to pay additional fees as follows:**

License Contract Cancellation by <b>August 14, 2009: None</b>	Avery double room occupied as a single: <b>\$5.00/day (30 day grace period)</b>
License Contract Cancellation by <b>September 24, 2009: \$150.00</b>	Avery triple room occupied as a double: <b>\$5.00/day (30 day grace period)</b>
License Contract Cancellation on or after <b>September 25, 2009: \$300.00</b>	Avery triple room occupied as a single: <b>\$10.00/day (30 day grace period)</b>
Failure to complete check-out or room move procedures: <b>\$50.00</b>	Failure to vacate Premises by termination or check-out date: <b>\$100.00/day (noon each day)</b>
<b>Surcharge</b> for staying past 15 <sup>th</sup> day of effective date for academic ineligibility, withdrawal or sabbatical: <b>\$100.00/day (noon each day)</b>	

**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. For the purpose of calculating fees, terms are defined as follows:

**FIRST TERM: 09/25/09 – 12/23/09      SECOND TERM: 12/24/09 – 03/23/10      THIRD TERM: 03/24/10 – 06/12/10**

All Residents attending the **2009 New Student Orientation** will not be charged for housing between: September 23 - 24, 2009.

All Residents attending the **2009 International Student Orientation** will not be charged for housing between: September 19 - 22, 2009.

**ELIGIBILITY** This License Contract will be extended to those individuals who are registered undergraduate students, as defined by the Registrar’s Office, for the duration of the License Contract. **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.

**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.** During the academic year Resident may not occupy any Institute Housing after the effective date of the cancellation. Resident terminating his/her License Contract during the academic year 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.

**EARLY ARRIVAL** Arrivals prior to the License Contract start date will be housed on a space available basis and charged a prorated daily rate based on fall term rates as shown on the front side of this License Contract.

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

**BOARD PLAN** All Residents living in one of the seven on-campus undergraduate houses or Avery will be automatically 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 declining balance board funds will be forfeited at the end of each academic 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 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 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. 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.