

**CALIFORNIA INSTITUTE OF TECHNOLOGY
UNDERGRADUATE STUDENT DORMITORY LICENSE CONTRACT – SUMMER 2017**

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

_____ UID # _____ (“Resident”) to use the following

Last Name _____ First Name _____ Middle Name _____
Property (“Premises”): **Property Offered** (if known) – **Address/Building Name:** _____ **Unit/Room #:** _____

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

PREMISES This is a per bed License Contract. Resident agrees to accept Premises “as is” regarding furniture, fixtures, appliances and equipment. 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 May 31, 2017. **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 18, 2017** and ends on **August 27, 2017** 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 2017-18 housing assignment are not eligible for housing past August 27, 2017. 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 delivered, left in the Premises or posted in some suitable place in the building in which the Premises are located.

LICENSE FEE All License fees shall be charged to Resident’s Bursar’s Account by term according to this schedule:

On Campus House: \$2,222.00/term plus full board charges	Avery House Double/Triple: \$2,222.00/term plus full board charges
Marks House Single: \$2,516.00/term plus full board charges	Avery House Single/Suite Single: \$2,516.00/term plus full board charges
150 S. Chester Apartment: \$2,302.00/term	1170 E. Del Mar – Studio Apartment: \$1,634.00/term
1170 E. Del Mar – One Bedroom Apartment.: \$2,376.00/term	1170 E. Del Mar – Two Bedroom Apartment: \$1,980.00/term
License Contract terms less than one month: \$38.00/day, all premises – Short term contracts must be pre-approved by the Housing Office	
Board – Eight On-Campus Houses, Braun and Marks House Residents: \$360.00	

Resident agrees to pay additional fees:

License Contract cancellation on or after June 1, 2017: \$100.00	Unapproved Room Move: \$100.00
Failure to complete check-out or room move procedures: \$100.00	Failure to complete check-in procedures: \$100.00
Surcharge for staying past fifth (5 th) day of effective date for academic ineligibility, withdrawal or sabbatical: \$200.00/day (noon each day)	
Failure to vacate Premises by License Contract termination date or check-out date: \$200.00/day (noon each day)	

License Contract dates for less than the summer term of June 18, 2017 – August 27, 2017, but meet the one-month minimum requirement, 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 enrolled for the entire duration of Spring Term, 2016-17 or who are currently eligible to enroll for Fall Term, 2017-18 without UASH or Dean’s approval, and in good standing with the Bursar’s Office, for the duration of the License Contract. **If Resident becomes ineligible to enroll, or is no longer in good standing with the Bursar’s Office, this License Contract will be automatically terminated, and Resident must complete “Check-Out Procedures” by the fifth (5th) day from notification of such action.** Failure to complete the check-out procedures by this date will cause a daily surcharge besides other housing charges, unless the Housing Office grants an exception within three (3) days of ineligibility. The Institute reserves the right to inform the House ExComm and/or Residential Life staff, of License Contract termination to facilitate proper check-out.

MANDATORY ROOM MOVE PERIOD FOR STAYS PAST AUGUST 27, 2017 Any Resident requesting housing past August 27, 2017 must have a Fall 2017-18 housing assignment. In such event, the terms of this License Contract shall be extended until the commencement of the term of the new License Contract. Any eligible Resident must submit a **“Summer Extension/Storage Form”** with the Housing Office, and move into his/her Fall 2017-18 housing assignment between August 27-28, 2017 if that assignment is different from his/her Summer 2017 housing assignment.

LICENSE CONTRACT TERMINATION This License Contract terminates at the end of the Term (see above) or five (5) days after the effective date of Resident’s ineligibility, academic withdrawal, sabbatical, medical leave or early graduation. Resident must also comply with the “Check-Out Procedures” outlined on the reverse side of this License Contract upon vacating the Premises to avoid the \$100.00 “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 **\$200.00/day (noon each day)** surcharge in this License Contract. **The Institute may remove Resident from the Premises. Resident will also handle 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 under the schedule in the additional fees section above, **besides regular housing charges.** Resident may occupy no 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. **Resident will continue to be charged all 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.

CHANGES IN LICENSE CONTRACT DATES Resident may request changes to the License Contract dates with written notice to the Housing Office. The Housing Office will grant the changes if they do not violate conditions for occupancy or 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.

CONDUCT Resident agrees to abide by the Code of Conduct (<http://codeofconduct.caltech.edu/>) and all Institute Policies (<http://hr.caltech.edu/services/policies>) and the Resident Guide and Housing Policies (<http://www.housing.caltech.edu/policies>), including but not limited to the policies on roof, common areas, fire, pet, House Rules, alcohol and substance use, firearms and other dangerous materials, etc., and any other rules and guidelines established or modified from time to time by the Institute, and all applicable Municipal, State and Federal Laws. While California law has legalized possession and use of up to one ounce of marijuana by adults 21 and over; the possession and use of marijuana is prohibited under the Federal Controlled Substances Act. In addition, possession and use on campus is restricted by the Drug Free Workplace Act and the Drug-Free Schools and Communities Act, and by the Institute’s Substance Abuse policy (https://hr.caltech.edu/documents/49-citpolicy_substance.pdf).

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.

SUMMER STORAGE PERIOD BEYOND AUGUST 27, 2017 The summer storage period is **August 28 – September 19, 2017** and only in the Resident's Fall 2017-18 housing assignment. If the Fall 2017-18 housing assignment is not available, Resident must store their belongings in their House's approved storage facilities or make their own off-campus storage arrangements. In order to be eligible for this storage period, Resident must properly check out of their summer assignment by completing "Check-Out Procedures" and must submit a **Summer Extension/Storage Form by August 11, 2017**. If Institute finds Resident physically occupying the assignment during an indicated storage period, this will be considered a violation of the Caltech Honor Code and penalty charges will apply.

ROOM MOVES Before a room move is implemented, it must be approved by the Housing Office. If the room move is not approved by the Housing Office, a fine of **\$100.00** will be charged to Resident. Resident must fully vacate the previous housing assignment and move into the new housing assignment within one (1) day. Upon completion of move, Resident must submit a room move form and complete proper check-out procedures as outlined in this License Contract.

RELOCATION Resident agrees to temporarily relocate for a reasonable period to allow for fumigation or other repairs to the Premises.

NO SMOKING POLICY Resident will not smoke in or around the Premises and agrees to keep the Premises (including use of e-cigarettes) smoke free. (Ord. 8.78.085 - Reduction of drifting tobacco smoke in multi-unit housing - <http://library.municode.com/index.aspx?clientId=16551>.)

ENTRY BY THE INSTITUTE The Institute may enter Premises at reasonable times and on reasonable notice prior to such entry for purposes of inspection, maintenance, repair, altering or adding to the Premises; without notice for the purposes of life-safety inspections (e.g. smoke detectors); upon receipt of maintenance request from Resident; if an emergency occurs as determined by Institute; abandonment by Resident; or after termination of this License Contract. This will be with no 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. Subletting is strictly prohibited. Allowing the use of the Premises by persons who do not have a contract for such Premises (and parking spaces, if any) may be subject to action by the Institute and may be a violation of this License Contract. The minimum occupancy for the apartments at 150 S. Chester Ave. and 1170 E. Del Mar Blvd. shall be: Studio – Two Residents; 1-Bedroom – Two Residents; 2-Bedroom – Three Residents.

CARE OF PREMISES BY RESIDENT Resident is 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 shall not bring or maintain any waterbed on the Premises. No one is allowed on rooftops or on outside ledges of Premises. Resident does not have any liability for the actions of roommate(s) since this is a per bed license contract and such roommate(s) do not have a co-tenancy relationship with Resident.

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

CHECK-IN PROCEDURES Resident must check-in with Housing Office Staff. The Housing Office will notify all Residents of proper check-in procedures via email before the start of this contract.

CHECK-OUT PROCEDURES **The following must be completed for proper check-out or Resident will continue to be charged for License Fees and any other fees as outlined on this License Contract.** 1.) Resident has vacated the Premises. 2.) All of Resident's personal possessions are removed from the Premises. 3.) The *Room Check-Out/Move Notification Form* is completed and submitted in person to the Housing Office upon vacating the Premises to avoid the \$100.00 Improper check-out fee. 4.) All residential keys and/or room combinations are delivered to the Housing Office. **The Institute is not responsible for items left in Premises and will not store, box up or ship items left in Premises after Resident's check-out or License Contract termination.**

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. 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 introducing articles or materials into the system for which the system was not intended. **Resident will also be charged for the cost of repair or replacement of damaged or missing furniture, fixtures, appliances or equipment and the re-assembly of furniture.** 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 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 is not responsible for providing storage space for Resident's belongings. Resident assumes all risks for personal items left in facilities. Never is the Institute responsible for such items.

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

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

KEYS If Premises requires a key, one key will be issued to Resident. Keys will not be duplicated and will be returned upon termination of this License Contract. Re-keying for non-returned keys or duplicate keys returned will be charged to Resident.

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

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

GENERAL PROVISIONS This License Contract is not transferable by Resident. The waiver by the Institute of any breach by Resident 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 knowing of a breach by Resident shall not constitute a waiver of such breach.

EXCEPTIONS AND EXEMPTIONS The Housing Office, 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 this 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 to read and be familiar with all rules, regulations, procedures and policies as outlined in this License Contract. Resident understands these rules, regulations, policies and procedures may not be altered verbally.