

**CALIFORNIA INSTITUTE OF TECHNOLOGY**

**UNDERGRADUATE STUDENT DORMITORY LICENSE CONTRACT – ACADEMIC YEAR 2017 – 2018**

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

\_\_\_\_\_  
 Last Name                      First Name                      Middle Name                      UID # \_\_\_\_\_ (“Resident”) to use the following

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** Current students participating in the 2017-18 Academic Year Room Picks during the 2016-17 Spring Term: 5:00 p.m., May 19, 2017. New 2017-18 students: postmark of August 18, 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 at 12:00 p.m. on **September 20, 2017**, or such other date as designated by the Institute \_\_\_\_\_, and ends at 12:00 p.m. on **June 16, 2018**. Resident agrees to check in at the Housing Office at the commencement of this License Contract. 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:

<b>On Campus House: \$2,744.00/term</b> - plus full board charges	<b>Avery House Double/Triple: \$2,744.00/term</b> - plus full board charges
<b>Marks/Braun House Single: \$3,106.00/term</b> - plus full board charges	<b>Avery House Single/Suite Single: \$3,106.00/term</b> - plus full board charges
<b>150 S. Chester – One Bedroom Apartment: \$2,842.00/term</b>	<b>1170 E. Del Mar – One Bedroom Apartment: \$2,934.00/term</b>
<b>1170 E. Del Mar – Two Bedroom Apartment: \$2,445.00/term</b>	<b>1170 E. Del Mar – Studio Apartment: \$2,018.00/term</b>
<b>Off-Campus House: \$3,254.00/term</b>	<b>Board – Eight On-Campus Houses, Braun and Marks House Residents: \$2,135.00/term</b>

**Resident agrees to pay additional fees:**

License Contract Cancellation by <b>July 14, 2017: No Fee</b>	Unapproved Room Move: <b>\$100.00</b>
License Contract Cancellation by <b>September 19, 2017: \$200.00</b>	Failure to complete check-in at the Housing Office: <b>\$100.00</b>
License Contract Cancellation on or after <b>September 20, 2017: \$350.00</b>	Failure to complete check-out or room move procedures: <b>\$100.00</b>
<b>Surcharge</b> for staying past fifth (5 <sup>th</sup> ) day of effective date for academic ineligibility, withdrawal or sabbatical: <b>\$200.00/day (noon each day)</b>	
Failure to vacate Premises by License Contract termination date or check-out date: <b>\$200.00/day (noon each day)</b>	

To calculate fees, terms are defined as follows:

**FIRST TERM: 09/20/17 – 12/18/17                      SECOND TERM: 12/19/17 – 03/18/18                      THIRD TERM: 03/19/18 – 06/16/18**

All Residents participating in the **New Student Orientation** or the **International Student Orientation** will not be charged for housing during the 2017 orientation dates as designated by the Institute.

**ELIGIBILITY** This License Contract will be extended to those individuals enrolled as undergraduate students, as defined by the Registrar’s Office, 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.

**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.

**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](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.*

**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.

**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 term rates as shown on the front side of this License Contract. Freshmen Residents participating in Caltech sponsored programs approved by the Housing Office are eligible to arrive early, up to one day prior to these events. All other Freshmen Residents are not eligible.

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

**BOARD PLAN** All Residents living in one of the eight on-campus undergraduate houses, Braun or Marks will be automatically enrolled in and charged for a board plan. By accepting a room in one of the eight houses, Braun or Marks, the Resident agrees to the "Board Terms and Conditions" found on-line at <http://www.dining.caltech.edu> under the **Student Board** section. The "Board Terms and Conditions" are incorporated 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-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.