Resident fails to vacate the Premises by the termination date, Resident will be liable for a no Institute Housing after the effective date of the cancellation. Resident terminating his/her License Contract must file a cancellation form and the cancellation fee will apply under the schedule in the additional fees section above.

check-out date; however, any additional housing fees/surcharges incurred subsequent to that date will be billed as a separate line item. If (https://hr.caltech.edu/documents/49-citpolicy_substance.pdf).

restricted by the Drug Free Workplace Act and the Drug-Free Schools and Communities Act, and by the Institute’s Substance Abuse policy.

ELIGIBILITY During the 2017 orientation dates as designated by the Institute.

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.

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

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

Resident agrees to pay additional fees:

License Contract Cancellation by July 14, 2017: No Fee
License Contract Cancellation by September 17, 2017: $200.00
License Contract Cancellation on or after September 20, 2017: $550.00
Surcharge for staying past fifth (5th) 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)

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.

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 premises, 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-occupying 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 another 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 an 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 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-occupying the Premises or repair costs to the Premises if damages have occurred.

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: ____________________________

(California Institute of Technology) By: ____________________________ Date: ____________________________

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

A fee 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. Allows 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 – One Resident; 2 Bedroom – Two Residents; 3 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.

**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.) Resident has returned all keys.

4.) Resident has vacated the Premises.

**REFUNDS**

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

**UTILITIES**

Utilities agree 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 of consumption, into the waste pipes or drains. Resident shall 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.

**STORAGE**

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.

**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.

**PET**

Resident must not maintain pets except as provided by Caltech’s Pet Policy found at http://www.housing.caltech.edu/policies. Resident assumes all risks for personal items left in facilities. Never is the Institute responsible for such items.

**CARE OF PREMISES BY RESIDENT**

Resident must provide cleaning services for the Premises. The Institute does not require Resident to maintain the Premises in a clean, sanitary condition as defined by the Housing Office. Resident shall not alter the Premises’ fixtures, furnishings or equipment without written consent of the Institute. Resident shall not alter or remove any furniture, furnishings, equipment, or fixtures added to or provided by the Institute. Resident shall not alter, add or remove any cabinets or built-in features. Resident shall not paint any of the Premises without written consent of the Institute. Resident shall not punch holes or make other alterations or damages to the Premises’ walls, ceilings or floors.

**KEYS**

If Premises requires a key, one key will be issued 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.

**GUESTS**

Resident may have an overnight guest for a maximum of three nights per month. The Housing Office, in its absolute discretion, may determine whether to waive the Institute’s rules regarding the Housing Office or any facility managed by the Housing Office.

**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. Resident must maintain the Premises in good condition. Resident shall not make any alteration, addition or subtraction to the Premises without the written consent of the Institute. Resident must keep the Premises free from all pests. Resident must promptly report to the Institute any change in the name on the signature(s) on the front page of this License Contract. Resident shall be responsible for maintenance of the Premises in accordance with the terms of this License Contract.

**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, policies and procedures as outlined in this License Contract. Resident understands these rules, regulations, policies and procedures may not be altered verbally.