**LICENSE CONTRACT CANCELLATION, EXPIRATION OR REVOCATION**

Failure to complete check-out procedures before the date of the effective date of the cancellation, expiration, or revocation to facilitate proper check-out.

**DEADLINE FOR LICENSE CONTRACT SUBMISSION**

Current students participating in the 2018-19 Academic Year Room Picks, by 5:00 p.m., May 31, 2018. New 2018-19 students: due upon check-in. 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 26, 2018, or such other date as designated by the Institute hereafter, and ends at 12:00 p.m. on June 15, 2019. Licensee 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 Licensee. Any written notice required or permitted hereunder shall be served as follows: If the notice is to be given by Institute to Licensee 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 Licensee's Bursar's Account by term according to this schedule:

<table>
<thead>
<tr>
<th>North/South House</th>
<th>$2,917.00/term - plus full board charges</th>
<th>Marks/Braun House</th>
<th>$3,290.00/term - plus full board charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avery House Double/Triple</td>
<td>$2,917.00/term - plus full board charges</td>
<td>Avery House Single/Single</td>
<td>$3,290.00/term - plus full board charges</td>
</tr>
<tr>
<td>Bechtel Multi-Bed Suite</td>
<td>$2,917.00/term - plus full board charges</td>
<td>Bechtel Individual Single</td>
<td>$3,290.00/term - plus full board charges</td>
</tr>
</tbody>
</table>

**Board** – Eight On-Campus Houses, Bechtel, Braun and Marks House Licensees: $2,210.00/term

**Licensee agrees to pay additional fees:**

- License Contract Cancellation by July 13, 2018: No Fee
- License Contract Cancellation by September 25, 2018: $200.00
- License Contract Cancellation on or after September 26, 2018: $350.00
- Surcharge for staying past fifth (5th) day of effective date for academic ineligibility, withdrawal or sabbatical: $300.00/day (noon each day)
- Failure to vacate Premises by License Contract revocation date or expiration date: $300.00/day (noon each day)

To calculate fees, terms are defined as follows:

- **FIRST TERM:** 09/26/18 – 12/22/18
- **SECOND TERM:** 12/23/18 – 03/20/19
- **THIRD TERM:** 03/21/19 – 06/15/19

All Licensees participating in the New Student Orientation or the International Student Orientation will not be charged for housing during the 2018 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, and in good standing with the Institute, for the duration of the License Contract. If Licensee becomes ineligible to enroll, or is no longer in good standing with the Bursar’s Office, or in good standing with the Institute, this License Contract will be automatically revoked, and Licensee 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 expiration or revocation to facilitate proper check-out.

**LICENSE CONTRACT CANCELLATION, EXPIRATION OR REVOCATION**

This License Contract expires at the end of the Term (see above) or five (5) days after the effective date of Licensee’s ineligibility, academic withdrawal, sabbatical, medical leave or early graduation. Licensee 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 Licensee’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 Licensee fails to vacate the Premises by the expiration date, Licensee will be liable for a $300.00/day (noon each day) surcharge in this License Contract. Licensee will also handle the cost of re-keying the Premises or repair costs to the Premises if damages have occurred.

If Licensee cancels this License Contract for any purpose other than moving to other Institute Housing as approved by the Institute, a cancellation fee of $300.00/day will be incurred in this License Contract. Licensee cancelling his/her License Contract must file a cancellation form on-line at least three (3) days prior to moving out. Once a cancellation form is submitted, a non-refundable cancellation fee will be levied and Licensee will have fifteen (15) days to complete check-out procedures, and submit a check-out form in person. Licensee 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.

**CONDUCT**

Licensee 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-cipolicy_substance.pdf).

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

**Additional terms of License Contract and services are shown on the reverse side.**
VACATING THE PREMISES Licensee shall vacate the Premises on the expiration of the license term or upon revocation of this License Contract, whichever occurs first.

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 Licensee. Licensee must vacate the previous housing assignment and move into the new housing assignment within one (1) day. Upon completion of move, Licensee must submit a room move form and complete proper check-out procedures as outlined in this License Contract.

RENEWAL OF POLICY Licensee shall not make smoke in or around the Premises and agrees to keep the Premises (including use of e-cigarettes) smoke free. (Ord. 8/78/01, Art. II, Sec. 2.02, Am. 6/18/02, Am. 6/12/03, Am. 12/19/03, Am. 6/13/06, Am. 11/19/13, Am. 6/11/15.)

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 Licensee; if an emergency occurs as determined by Institute; abandonment by Licensee; or after expiration or revocation of this License Contract. There will be no rebate of License fee, nor is the Institute liable for loss of occupation or quiet enjoyment of the Premises.

NO SMOKING POLICY Licensee 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 Licensee agrees to temporarily relocate for a reasonable period to allow for furnishing or other repairs to the Premises. Licensee may be asked to permanently relocate by the Institute. If Licensee moves permanently or temporarily to a different assignment, the terms of this License Contract are still in effect. In such event, the permanent or temporary assignment as designated by the Institute, will be charged to Licensee in accordance with the License Fees set forth in this License Contract.

GENERAL PROVISIONS Licensee will not smoke in or around the Premises and agrees to keep the Premises (including use of e-cigarettes) smoke free. (Ord. 8/78/01, Art. II, Sec. 2.02, Am. 6/18/02, Am. 6/12/03, Am. 6/13/06, Am. 11/19/13, Am. 6/11/15.)

CHECK-OUT PROCEDURES Licensee must check-in with Housing Office Staff. The Housing Office will notify all Licensees of proper check-in procedures as outlined in this License Contract.

CHECK-OUT PROCEDURES The following must be completed for proper check-out or Licensee will continue to be charged for License Fees and any other fees as outlined on this License Contract 1.) Licensee has vacated the Premises. 2.) All of Licensee’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 housing assignment keys and/or room combinations are delivered to the Housing Office. The Institute is not responsible for items left in Premiums and will not store or ship items left in Premiums after Licensee’s check-out or License Contract expiration or revocation.

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

UTILITIES Licensee agrees to pay for room telephone charges.

REPAIRS AND MAINTENANCE Licensee shall maintain the Premises in a safe, sanitary, and livable condition as received less reasonable wear and tear. Without limitation, all defects caused by Licensee or Licensee's guests or invitees, will be charged to Licensee, including the cost of repair to or cleaning 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. Licensee 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 Licensee 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 necessary repairs. Upon expiration or revocation of this License Contract, Licensee shall return the Premises to the Institute in the same condition as received less reasonable wear and tear.

ALTERATIONS Licensee 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 fastingening devices. If Premises come furnished, the Institute will not remove or store furnishings provided in the Premises.

PERSONAL PROPERTY Licensee assumes all risks for personal property in Institute Housing, or any facility managed by the Housing Office. The Institute does not assume responsibility for the personal property of Licensee. Licensee’s personal property is not covered by insurance. Licensee must maintain the insurance.

STORAGE Licensee is responsible for providing storage space for Licensee’s belongings. Licensee assumes all risks for personal items left in facilities. Never is the Institute responsible for such items.

PETS All pets shall be subject to written approval by the Housing Office. Persons not approved may not keep pets and are subject to eviction. Licensee agrees to comply with all rules and regulations regarding pets. Licensee assumes all risks and legal obligations for all pets. Licensee shall be responsible for any damage or loss caused by any pets. Pets are strictly prohibited. If Licensee is found with a pet or pets, Licensee will be assessed a fee of $200.00. Licensee will be given fourteen (14) calendar days from the date that notice of violation is given by the Institute to remove the pet(s) from the Premises. If Licensee fails to remove the pet(s) within the fourteen (14) day period, this License Contract will be subject to revocation and Licensee and pet(s) will be removed from the Premises within five (5) calendar days of notice of failure to remove pet(s). Additional information can be found at http://www.caltech.edu/policies.

CARE OF PREMISES BY LICENSEE Licensee 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 Licensees do not come forward to claim responsibility, the share of the cost will be assessed to all Licensees of that housing assignment or building as applicable. Licensee shall not bring or maintain any waterbed on the Premises. No one is allowed on rooftops or on outside ledges of Premises. Licensee does not have any liability for the actions of Licensee’s guests or invitees. Licensee shall permit the Institute to enter the Premises to verify the condition of the Premises and to inspect, maintain, 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 Licensee; if an emergency occurs as determined by Institute; abandonment by Licensee; or after expiration or revocation of this License Contract. There will be no rebate of License fee, nor is the Institute liable for loss of occupation or quiet enjoyment of the Premises.

PERSONAL PROPERTY Licensee 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 Licensees do not come forward to claim responsibility, the share of the cost will be assessed to all Licensees of that housing assignment or building as applicable. Licensee shall not bring or maintain any waterbed on the Premises. No one is allowed on rooftops or on outside ledges of Premises. Licensee does not have any liability for the actions of Licensee’s guests or invitees. Licensee shall permit the Institute to enter the Premises to verify the condition of the Premises and to inspect, maintain, 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 Licensee; if an emergency occurs as determined by Institute; abandonment by Licensee; or after expiration or revocation of this License Contract. There will be no rebate of License fee, nor is the Institute liable for loss of occupation or quiet enjoyment of the Premises.

RESPONSIBILITY FOR LICENSE CONTRACT TERMS Licensee understands and agrees to read and be familiar with all rules, regulations, procedures and policies as outlined in this License Contract. Licensee understands these rules, regulations, policies and procedures may not be altered verbally.

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