CALIFORNIA INSTITUTE OF TECHNOLOGY

Graduate Student Dormitory License Contract - Academic Year 2020-2021

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

This License Contract is non-transferable. Licensee is not permitted to make any unauthorized alteration of the Premises. Licensee agrees to pay all fees, repairs and other charges. Licensee further agrees to comply with the Housing Office’s “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, the following fees/surcharges incurred subsequent to that date will be billed as a surcharge to Licensee:

- Failure to complete check-out or room move procedures fee
- $100.00
- Failure to vacate Premises by expiration or expiration date: $300.00/day (noon each day)

Eligibility: This License Contract will be extended to those individuals enrolled as graduate 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 register, 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.

Licensee will also handle the cost of rekeying the Premises or repair costs to the Premises if damages have occurred. Licensee may cancel this License Contract during May, June or July of 2021. Licensee will also handle the cost of rekeying the Premises or repair costs to the Premises if damages have occurred.

To the Licensee described above there will be added these fees:

- Catalina Apartment - One Bedroom: $1,315.00/month ($343.83/day) plus utilities and $20.00/month Ethernet charge
- Catalina Apartment - Two Bedroom: $1,575.00/month ($393.75/day) plus utilities and $20.00/month Ethernet charge
- Catalina Apartment - Four Bedroom: $655.00/month ($21.83/day) plus utilities and $20.00/month Ethernet charge
- Marks/Braun House Single Room: $861.00/month ($29.70/day) basic utilities and Ethernet included
- Marks/Braun House Suite Room: $933.00/month ($30.10/day) basic utilities and Ethernet included
- 250 - 252 S. Catalina Ave. Off-campus Furnished Single Studio: $995.00/month ($33.17/day) plus utilities
- 180 – 188 S. Catalina Ave. Off-campus Unfurnished One Bedroom Apartment: $1,090.00/month ($36.33/day) plus utilities
- 229 S. Wilson Ave. Off-campus Unfurnished Two Bedroom Apartment: $1,465.00/month ($48.83/day) plus utilities

All License Fees shall be charged to Licensee’s Bursar’s Account monthly according to this schedule:

- Catalina Apartment - One Bedroom: $389.38/month ($10.76/day)
- Catalina Apartment - Two Bedroom: $474.38/month ($13.62/day)
- Catalina Apartment - Four Bedroom: $215.75/month ($9.03/day)
- Marks/Braun House Single Room: $284.31/month ($10.14/day)
- Marks/Braun House Suite Room: $311.27/month ($10.87/day)
- 250 - 252 S. Catalina Ave. Off-campus Furnished Single Studio: $337.92/month ($11.26/day)
- 180 – 188 S. Catalina Ave. Off-campus Unfurnished One Bedroom Apartment: $374.29/month ($12.58/day)
- 229 S. Wilson Ave. Off-campus Unfurnished Two Bedroom Apartment: $484.83/month ($16.23/day)

Licensee agrees to pay additional fees:

- Failure to complete check-out or room move procedures fee: $100.00
- Failure to vacate Premises by expiration or expiration date: $300.00/day (noon each day)
- Surcharges for staying past 5th day of effective date for academic ineligibility, withdrawal or sabbatical: $300.00/day (noon each day)

Licensee can also cancel this License Contract. However, if Licensee cancels this License Contract for any purpose other than moving to other Institute housing, the cancellation fee will apply. If the Premises are canceled by the Institute during the Licensee’s occupancy, a cancellation fee will apply. The cancellation fee will be based on the effective date for academic ineligibility, withdrawal or sabbatical.

This License Contract will be extended to those individuals enrolled as graduate 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 register, 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.

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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 smoking, alcohol, marijuana, 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 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 (http://hr.caltech.edu/documents/2640/caltech_institute_policy_substance_abuse.pdf).

Vacating the Premises: Licensee will 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(s). Licensee must fully 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 move and complete proper check-out procedures as outlined in this License Contract.

Relocation: Licensee is not guaranteed any particular Premises assignment. 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 Premises assignment, the terms of this License Contract are still in effect. In such event, the permanent or temporary Premises assignment as designated by the Institute Housing will be the Premises to which the License Fees will be charged.

No Smoking Policy: Licensee will not smoke in or around the Premises and agrees to keep the Premises (including use of e-cigarettes) smoke free. (Ord.

Licensee agrees to pay additional fees:
ENTRY BY THE INSTITUTE The Institute may enter Premises at reasonable hours 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 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.

USE The Premises and parking spaces (if any), may be used only by the Licensee. Licensee is strictly prohibited from allowing 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 will constitute a violation of this License Contract.

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 caused by Licensee or Licensee’s guests or invitees. The maintenance of the Premises are subject to the Institute’s control. If there are losses or damages in common areas where Licenses are located and the responsible Licensee does not come forward to claim responsibility, the share of the cost will be assessed to all Licenses 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 roommate(s) since this is a per bed license contract and such roommate(s) do not reside in the same living space as the Licensee.

NON-CONTRACTED PERIOD It may occur that Licensee is to occupy the Premises for a term commencing some days after the end of the term of this License Contract. In such event, the term of this License Contract shall be extended until the commencement of the term of the new License Contract.

CHECK-IN PROCEDURES Licensee must check-in with Housing Office Staff. The Housing Office will notify all Licenses of proper check-in procedures via email before the start of this License Contract.

CHARGES If Premises require a key, one key will be issued to Licensee. Keys will not be duplicated and will be returned upon expiration or revocation of this License Contract.

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 Licensee, Licensee’s guests or invitees, will be so charged to Licensee, 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.

KEYS Licensee may have use of eight guests for a maximum of three nights per month. Guest policy is a privilege and can be rescinded.

ALTERATIONS Licensee may not alter, change, improve, or add to the Premises, or make any changes in or additions to the Premises, without prior written permission of the Institute. Upon expiration or revocation of this License Contract, Licensee shall remove and reinstall all alterations, which were not intended.

INDEMNIFICATION The Institute shall not be liable for any injury or damage to the Premises or any other person, or to any property, occurring on the Premises, or any part thereof, or in common area thereof and the Licensee agrees to hold the Institute harmless from any claims or damages.

By signing below, I agree to the terms stated above.

Signature of Licensee
Date
California Institute of Technology
Date
8.78.085 Reduction of drifting tobacco smoke in multi-unit housing - http://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.78TOUSPROR_8.78.085REDRTOSMMUITHO