CALIFORNIA INSTITUTE OF TECHNOLOGY

Graduate Student Dormitory License Contract - Academic Year 2021-2022

California Institute of Technology ("Institute") through its Housing Office licenses:

<table>
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<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
<th>UID</th>
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("Licensee") to use the following property ("Premises"). Property Offered (if known):

Address or Building Name: ____________________________ Unit/Room #:________________________

City, CA  __________________

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

PREMISES: This is a per bed License Contract. Licensee agrees to accept Premises "as is" in the condition as it exists at the time of License Contract.

Licensee agrees to follow all Institute Policies, including but not limited to the refusal of the Institute to make any repairs or alterations to the Premises, and any of the Institute’s furniture, fixtures, appliances and equipment. Licensee agrees to use the Premises in a manner consistent with the terms, conditions, and limitations of this License Contract.

Licensee agrees to comply with all terms and conditions of this License Contract, including failure to pay License Fee, or failure to complete check-out procedures.

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

- Catalina Apartment - One Bedroom: $1,330.00/month ($44.33/day) plus utilities and $20.00/month Ethernet charge
- Catalina Apartment - Two Bedroom: $785.00/month ($26.17/day) plus utilities and $20.00/month Ethernet charge
- Marks/Braun House Single Room: $870.00/month ($29.00/day) basic utilities and Ethernet included
- Catalina Apartment - Four Bedroom: $660.00/month ($22.00/day) plus utilities and $20.00/month Ethernet charge

250 - 252 S. Catalina Ave. Off-campus Furnished Single Studio: $1,005.00/month ($33.50/day) plus utilities

100 – 188 S. Catalina Ave. Off-campus Unfurnished One Bedroom Apartment: $1,100.00/month ($36.67/day) plus utilities

229 S. Wilson Ave. Off-campus Unfurnished Two Bedroom Apartment: $1,480.00/month ($49.33/day) plus utilities

In the event of misconduct as set forth below in the Conduct section of this License Contract:

1) In the event of misconduct as set forth below in the Conduct section of this License Contract;
2) Failure to vacate the Premises before the effective date for academic ineligibility, withdrawal or sabbatical:
3) Failure to vacate the Premises by the fifth (5th) day from notification of such action.

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

Surcharge for staying past 5th day of effective date for academic ineligibility, withdrawal or sabbatical: $300.00/day (noon each day)

LICENSE CONTRACT CANCELLATION, EXPIRATION, TERMINATION 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 this License Contract (see reverse) 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,氨基维科修 or repair costs to the Premises if damages have occurred. Licensee may cancel this License Contract during May, June or July of 2022 with no cancellation fee.

Licensee also has the right to cancel this License Contract. If Licensee cancels this License Contract for any purpose other than moving to other Housing as approved by the Institute, a cancellation fee will apply under the provisions of this License Contract. Besides regular housing fees/surcharges, Licensee may use any remaining funds from the room move procedure to pay for room move procedures fee.

The Institute reserves the right to inform the Residential Life Staff of License Contract expiration or revocation to facilitate proper check-out.

LICENSE FEES: All License Fees are charged to Licensee's Bursar's Account monthly according to this schedule:

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 agrees to vacate the Premises by the fifth (5th) day from notification of such action.

In such event, the permanent or temporary Premises assignment as designated by the Institute may be asked to permanently relocate by the Institute.

The Institute may terminate this License Contract upon the following conditions:

1) In the event of misconduct as set forth below in the Conduct section of this License Contract;
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To the License Fee described above there will be added these fees:

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in the same condition as received less reasonable wear and tear as determined by the Housing Office.

Institute has had a reasonable amount of time to make the repair. Upon expiration or revocation of this License Contract, Licensee shall return the Premises to the Institute.

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 part thereof, or in common area thereof and the Licensee agrees to hold the Institute harmless from any claims or damages.

INDEMNIFICATION

SEVERABILITY

The Institute shall not be liable for any damage or injury to the Licensee or any other person, or to any property, occurring on the Premises, or any 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 thereto caused by negligent or improper usage or introducing articles or materials into the system for which the system was not intended. Licensee shall not bring or maintain any waterbed on the Premises. No one is allowed on rooftops or on outside ledges of Premises.

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, removing furniture or fixtures, 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.

PARKING

Licensee may not maintain any pets. Pets are strictly prohibited. If Licensee is found with a pet or pets, Licensee will be assessed a fine of $350.00. Licensee will be given fourteen (14) calendar days from the date that notice of violation of the Pets section of the License Contract is violated 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. Additional information can be found at http://www.housing.caltech.edu/policies.

CLEANING

Cleaning services require a special request to Housing Maintenance for an additional fee. Non-Caltech custodial vendors are not permitted in Institute Housing unless contracted through the Housing Office.

GUESTS

The right to receive outside visitors or allow guests will be determined by the relevant Institute policy on Graduate Student Community Health and Pollution Policy.

FURNITURE, FIXTURES AND EQUIPMENT

Licensee acknowledges receipt in good condition of the Premises, without warranty, expressed or implied, on its condition or fitness. Licensee shall not alter the Premises’ fixtures, furnishings or equipment without consent of the Institute. Upon expiration or revocation of this License Contract, Licensee 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. Licensee waives California Civil Code Section 1957, if applicable.

GENERAL PROVISIONS

This License Contract is not assignable or transferable by Licensee. The waiver by the Institute of any breach by Licensee of this License Contract shall not be deemed to be a waiver of any subsequent breach by Licensee. Acceptance of License fees by the Institute knowing of a breach by Licensee 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 Licensee violates any provisions of this License Contract, the Institute may require Licensee to remedy the violation in such manner as Institute deems appropriate.

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.

DISPUTES

If a dispute arises during or after the term of this License Contract between the Institute and the Licensee, they shall agree to hold negotiations amongst themselves and in good faith before any litigation.

GOVERNING LAW

This License Contract is to be governed under the laws of the State of California.

SEVERABILITY

If any provision of this License Contract, for any reason and to any extent, be invalid or unenforceable, the remainder of this License Contract shall not be affected thereby and shall be enforced to the maximum extent permitted by the law.

INDIEMENATION

In no event, the Institute shall not be liable for any damages or injuries to the Licensee or the Licensee’s property, or to any property, occurring on the Premises, or on 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