Undergraduate Student Dormitory License Contract – Academic Year 2021 – 2022

Licensee agrees to abide by the Code of Conduct (http://codeofconduct.caltech.edu/) and all Institute Policies (http://hr.caltech.edu/services/policies), including, but not limited to the Student Health and Hygiene Policy (https://studenthealthsafety.caltech.edu/documents/19483/Summer_Student_Health_and_Hygiene_Policies_FINAL_061721_301x301.pdf), 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 marijuana under the Federal Controlled Substances Act, possession and use of marijuana is prohibited under the Federal Controlled Substances Act. In addition, possession and use of campus is restricted by the Drug Free Workplace Act and the Drug-Free Schools and Communities Act, and in good standing with the Bursar’s Office, 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 Licensee expiration or revocation to facilitate proper check-out.

Licensee may temporarily 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 relocation shall be treated as a new License Contract. The fee for the new Premises is 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 surcharge for staying past fifth (5th) day of effective date for academic ineligibility, withdrawal or sabbatical: $300.00/day (noon each day). To calculate fees, terms are defined as follows: first term: 09/24/21 – 12/20/21, second term: 12/21/21 – 03/17/22, third term: 03/18/22 – 06/11/22. Failure to vacate to 30th day after the expiration date, Licensee will be charged a non-refundable fee of $100.00. In addition, possession and use on campus is restricted by the Drug Free Workplace Act and the Drug-Free Schools and Communities Act, 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. Any individual who fails to submit this License Contract by the deadline will incur a $100.00 fee and/or forfeiture of the Housing License.

The Institute may terminate this License Contract upon the following conditions: 1) the event of misconduct as set forth below in the Conduct section of this License Contract; 2) Failure of the Licensee to maintain a status as a student at the Institute; 3) Licensee's breach of any term or condition of this License Contract, including failure to pay License Fees; or 4) Administrative necessity of the Institute or where the conditions set forth in the Force Majeure provision make such a termination necessary. The Institute shall provide Licensee not less than three (3) days notice in the event of an occurrence described in subsections (1), (2) or (3) and not less than fourteen (14) days written notice in the event of an occurrence described in subsection (4), except in cases of emergency.

**RELOCATION**
Licensee is not guaranteed any particular Premises assignment. Licensee agrees to temporarily relocate for a reasonable period to allow for reassignment or other relocation 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, temporary or permanent assignment as designated by the Institute, will be charged to be Licensee in accordance with the License Fees set forth in this License Contract.

**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. 8, 78,085 - Reduction of drifting tobacco smoke in multi-unit housing - https://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeid=TITSHESA_CH8_787TOUSPROR_8.78.085REDRTOSMMAUTHO.)
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.

Use The Premises and parking spaces (if any), may be used only by the Licensee. Subletting is strictly prohibited. Allowing the use of the Premises by third 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 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 losses or damages shall be assessed to all Licensees of that housing assignment or building as applicable. Licensee shall not bring or maintain any items left in Premises after Licensee’s check-out or License Contract expiration or revocation.

3. ) 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.

Upon expiration or revocation of this License Contract, Licensee shall return the Premises to the Institute in the same condition as furnished, including equipment, furnishings, and reasonable wear and tear. Licensee shall bill Licensee 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 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 in the same condition as furnished, including equipment, furnishings, and reasonable wear and tear, as determined by the Housing Office.

CHECK-IN PROCEDURES Licensee must check-in with Housing Office Staff. The Housing Office will notify all Licensees of proper check-in procedures prior to the start of this License Contract.

CHECK-OUT PROCEDURES The following must be completed for proper check-out or Licensee will continue to be charged for License and fees and other fees as outlined in this License Contract. 1. The Intent to Vacate/Room Move Form is completed and submitted on-line to the Housing Office fifteen (15) days prior to vacating the Premises. 2. Licensee has vacated the Premises and all of Licensee’s personal possessions, trash and all other debris are removed from the Premises. 3. Licensee’s License fees, including room cleaning fee, have been paid in full and the Premises is in the same condition as at the time of check-in.

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

Utility The Institute agrees to pay for optional room telephone charges.

The Institute 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.

PET 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 terminated. 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 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 in the same condition as furnished, including equipment, furnishings, and reasonable wear and tear, as determined by the Housing Office.

NON-COMPLIANCE with this License Contract may result in Licensee being assessed a fee of $30.00 for non-compliance with or damaging door locks. Non-compliance with this License Contract may result in Licensee being assessed a fee of $30.00 for non-compliance with or damaging door locks. Licensee may be charged a fee of $300.00 for tampering with or damaging door locks. Licensee shall be charged a fee of $30.00 for a request to change their pin key or combination lock.

The right to receive outside visitors or allow guests will be determined by the relevant Institute Guest Policy and the policy on Student Health and Safety. Access to the Premises and parking spaces (if any), may be used only by the Licensee. Subletting is strictly prohibited. Allowing the use of the Premises by third 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.

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 furnished, including equipment, furnishings, and reasonable wear and tear. Licensee waives California Civil Code Section 1957, if applicable. Licensee waives and releases any claim for damages for 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 or inability to receive a breach by Licensee shall not constitute a waiver of such breach.

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**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, 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.

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

**VACCINATION POLICY**  Licensee is expected to follow practices and engage in behaviors that protect the health and well-being of the entire Caltech community. Among other things, Licensee must fully comply with Caltech’s student vaccination policies: https://studentaffairs.caltech.edu/policies/vaccination-policy and https://studentaffairs.caltech.edu/policies/student-vaccination-and-arrival-policies-and-processes. The student vaccination policy may change as circumstances dictate, and Licensee will be expected to remain cognizant of, and comply with, any policy changes. Failure to comply with this policy is grounds for termination of this License Contract.

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

Signature of Licensee: ___________________________________________ Date:__________________

Signature of Parent / Legal Guardian: ____________________________ Date:__________________

(Required if Licensee is under eighteen (18) years of age)

CALIFORNIA INSTITUTE OF TECHNOLOGY  By: ___________________________________________ Date:__________________