<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
<th>UID #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(“Licensee”) to use the following</td>
</tr>
</tbody>
</table>

**Property** ("Premises"): Property Offered (if known) – Address/Building Name: ______________________ Unit/Room #: ______________________

The Premises include, common areas, parking spaces (if any), and 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” regarding furniture, fixtures, appliances and equipment. Licensee will not be provided the Licensee with new furnishings or replacement for any existing furnishing or other rights to the Premises. Licensee agrees to pay the applicable License Fee for the new Premises if different from the Original License Fee for the original Premises. It is understood and agreed by Licensee and the Institute that no lease or any other interest in real property is created by this License Contract.

**DEADLINE FOR LICENSE CONTRACT SUBMISSION:** Current students participating in the 2021-22 Academic Year Housing Lottery, by 5:00 p.m., August 15, 2021, or any other date as designated by the Institute.

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 to exceed a $100.00 fee and/or forfeiture of the License Fee.

**TERM:** This License Contract commences at 9:00 a.m. on September 24, 2021, or such other date as designated by the Institute and ends at 11:00 a.m. on June 11, 2022. 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.

**NOTICE:** Any notice to be sent by the Institute to the Licensee concerning the terms of this License Contract, shall be placed on the Premises, mailed to the Licensee’s last known address, or delivered to the Licensee’s registered Caltech e-mail address.

**LICENSEE FEE**: All License fees shall be charged to Licensee’s Bursar’s Account by term according to the following schedule:

<table>
<thead>
<tr>
<th>North/South House Bed: $3,466.00/term - plus full board charges</th>
<th>Marks/Braun House Bed: $3,466.00/term - plus full board charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avery House Bed: $3,466.00/term - plus full board charges</td>
<td>Bechtel Bed: $3,466.00/term - plus full board charges</td>
</tr>
<tr>
<td>Board – Anytime Plan: $2,450.00/term</td>
<td>Board – Flex Plan: $2,205.00/term</td>
</tr>
</tbody>
</table>

Licensee agrees to pay additional fees:

<table>
<thead>
<tr>
<th>License Contract Cancellation by August 15, 2021: No Fee</th>
<th>Unapproved Room Move: $100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Contract Cancellation by September 23, 2021: $200.00</td>
<td>Failure to complete check-in at the Housing Office: $100.00</td>
</tr>
<tr>
<td>License Contract Cancellation on or after September 24, 2021: $350.00</td>
<td>Failure to complete check-out or room move procedures: $100.00</td>
</tr>
</tbody>
</table>

**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 the expiration date, Licensee will be liable for a $300.00/day (noon each day) surcharge in this License Contract.

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

**VACATING THE PREMISES:** Licensee shall vacate the Premises on the expiration of the license term or upon revocation of this License Contract, which 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 EsComm and/or Residential Life Staff, of License Contract expiration or revocation to facilitate proper check-out.

**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 or leave and early graduation. Licensee must also comply with the “Check-Out Procedures” outlined on the reverse side of this License Contract upon vacating the Premises, otherwise, a $200.00 per day 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.

Licensee also has the right to cancel this License Contract. However, if Licensee cancels this License Contract for any purpose other than moving to other 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.

**CONTRACT** Licensee agrees to abide by the Code of Conduct (http://codereofconductor.caltech.edu/ and all Institute Policies (http://hr.caltech.edu/services/policies), including, but not limited to the Student Health and Hygiene Policy (https://studentaffairs.caltech.edu/documents/19483/Summer_Student_Health_and_Hygiene_Policies_FINAL_061721_3O3rXSo.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, 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 shall vacate the Premises on the expiration of the license term or upon revocation of this License Contract, which will be automatically revoked.

**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 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 rights 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 assignment as designated by the Institute, will be charged to 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. 8.78.050 - Reduction of drifting tobacco smoke in multi-unit housing - https://library.municode.com/ca/pasadena/codes/code_of_ordinances?model=TITSHESA_CH8.78TOUSPROR_8.78.050REDRTOSMMLTHO,)
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. Sub letting is strictly prohibited. Allowing the use of the Premises to any 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 the cost for the repairs will be assessed to all Licensees of that housing assignment or building as applicable. Licensee shall not bring or maintain any roommate(s) 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 lease contract and such roommate(s) do not have a co-tenancy relationship with Licensee.

EARLY ARRIVAL. All Licensees participating in New Student Orientation, International Student Orientation, Pre-Season Athletics and FSR1 will not be charged for housing during their program period or the 2021 orientation dates as designated by the Institute, but the terms of this License Contract shall apply. Late arrival: Licensee agrees to the “Board Terms and Conditions” found on-line at http://www.dining.caltech.edu under the Student Board section. The “Board Terms and Conditions” are incorporated by reference. For program effective dates, please refer to the “Board Terms and Conditions.”

CHECK-IN PROCEDURES. Licensee must check-in with Housing Office Staff. The Housing Office will notify all Licensees of proper check-in procedures via email before 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 Fees and other fees as outlined on this License Contract. 1.) The Intent to Vacate/Room Move Form is completed and submitted on-line to the Housing Office within 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 has completed the required $100.00 Improper check-out fee. 4.) All housing assignment keys and/or room combinations are delivered to the Housing Office. 5.) The Licensee is not responsible for items left in Premises and will not store, box up or ship items to the Premises. 6.) The Licensee must 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 optional room telephone charges.

FORCE MAJEURE. The Institute and Licensee acknowledge and agree that performance of the terms of this License Contract by the Institute may be delayed or prevented due to causes beyond the control and without fault or negligence of the Institute. Such causes may include, but shall not be limited to, the failure of the Institute, its employees, agents or contractors to provide services to the Institute, fires, earthquakes, floods, strikes, unavailability of energy, communication lines or resources, delay in transportation, epidemics/pandemics or other health emergencies, acts of God or of the public enemy or acts of civil or military authority. In the event of any force majeure occurrence, the Institute shall use its reasonable efforts to advise Licensee if it is unable to timely perform any of its duties and obligations. The Institute may terminate this License Contract by written notice to Licensee if force majeure that identifies: (1) the force majeure event; and (2) the date by which the Premises will no longer be available to the Licensee. The Institute shall not be liable for any damages in order to avoid any costs for improper use/maintenance of the Premises. 3.) The Room Check-Out/Move Notice Form is completed and submitted in person to the Housing Office up 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. 5.) The Licensee is not responsible for items left in Premises and will not store, box up or ship items to the Premises. 6.) The Licensee must check-out or License Contract expiration or revocation.

GENERAL PROVISIONS

EXCEPTIONS AND EXEMPTIONS

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. 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 Health Services.

STORAGE. The Institute is not 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.

PERSONAL PROPERTY. Licensee has all insurance policies in effect for the Premises.

PETs. 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 and Licensee will be assessed a fine of $500.00 for tampering with or damaging door locks. Non-Caltech custodial vendors may not clean student rooms.

CARE OF PREMISES BY LICENSEE

CLEANING. Licensee room cleaning services will be provided once per term during the academic year. The cleaning comprises light vacuuming, emptying trash containers and washing the sink. Licensee may obtain a cleaning schedule from the custodial office. Licensee may request additional cleaning by paying a $30.00 for a request to cleaning the Premises, any part thereof, without the Institute’s prior written consent. Licensee agrees to pay for any cleaning service after the written consent.

ENTRY BY THE INSTITUTE

EXCEPTIONS AND EXEMPTIONS

LICENSEE. The Institute reserves the right to review the violation in such manner as Institute deems appropriate. 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.

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.
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.

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: ____________________