**CALIFORNIA INSTITUTE OF TECHNOLOGY**

**UNDERGRADUATE STUDENT HOUSING LICENSE CONTRACT – ACADEMIC YEAR 2022 – 2023**

**CALIFORNIA INSTITUTE OF TECHNOLOGY (“Institute”) through its Housing Office licenses:**

**Licensee**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
</tr>
</thead>
</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 pre bed License Contract. Licensee agrees to accept Premises “as is” regarding furniture, fixtures, appliances and equipment. Licensee Fee rebates will not be provided if the Premises do not include existing furniture, fixtures, appliances or equipment which the Licensee assumes will remain with the Premises after the termination of this License Contract. Licensee agrees to pay the applicable License Fee for the new Premises if different from the 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 2022-23 Academic Year Housing Lottery, by 5:00 p.m., May 31, 2022, or any other date as designated by the Institute. 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 9:00 a.m. on September 21, 2022, or such other date as designated by the Institute, and ends at 11:00 a.m. on June 17, 2023. 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 posted by the Institute, mailed to the Premises and/or sent to the Licensee’s registered Caltech email address.

**LICENSEE FEE**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>North/South Bed:</th>
<th>Avery House Bed:</th>
<th>Board – Anytime Plan:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TERM: 09/21/22 – 12/19/22</td>
<td>$3,605.00/term - plus full board charges</td>
<td>$3,605.00/term - plus full board charges</td>
<td>$2,597.00/term</td>
</tr>
<tr>
<td>SECOND TERM: 12/20/22 – 03/19/23</td>
<td>Marks/Braun House Bed:</td>
<td>Bechtel Bed:</td>
<td>Board – Flex Plan:</td>
</tr>
<tr>
<td>THIRD TERM: 03/20/23 – 06/17/23</td>
<td>$3,605.00/term</td>
<td>$3,605.00/term - plus full board charges</td>
<td>$2,337.00/term</td>
</tr>
</tbody>
</table>

Licensee agrees to pay additional fees:

- License Contract Cancellation by August 15, 2022: No Fee
- Unapproved Room Move: $100.00
- License Contract Cancellation by September 20, 2022: $200.00
- Failure to complete check-in at the Housing Office: $100.00
- License Contract Cancellation on or after September 21, 2022: $350.00
- Failure to complete check-out or room move procedures: $100.00

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 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.

**ELIGIBILITY**

Licensee agrees to abide by the Code of Conduct (http://codeofconduct.caltech.edu/), all Institute Policies (http://hr.caltech.edu/services/policies), the Resident Guide and Housing Policies (http://www.housing.caltech.edu/policies), and including but not limited to the policies on vaccinations, health and hygiene, safety protocols, testing requirements, masking, 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, the possession of an open campus is prohibited 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, whichever occurs first.

**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 prior to the expiration of the term of the License Contract, 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. 8.78.085)

Reduction of drifting tobacco smoke in multi-unit housing - https://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TIT8HESA.08.78TOUSPR0R.8.78.085REDRTOSMULTHO.
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.

The Premises and parking spaces (if any), may be used only by the Licensee. Subletting is strictly prohibited. All use of the Premises is at Licensee's risk. Licensee shall not allow, permit or suffer any 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 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 damages will be assessed to all Licensees of that housing assignment or building as applicable. Licensee shall not bring or maintain any non-institute owned mobile homes or trailers 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 have a co-tenancy relationship with Licensee.

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.

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.) The Intent to Vacate 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.) The Check-Out Room Move Form is completed and submitted in person/online 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 Premises and will not store, box up or ship items left in Premises after Licensee’s checkout. No License Contract expiration or revocation. REFRUNDS When applicable, Licensee’s License Fees will be prorated based on Licensee’s check-out date.

Licensee agrees to pay for optional room telephone charges.

The Institute shall repair defects, which arise from ordinary wear and tear. Without limitation, all defects of water, gas, oil lines and valves, sewer, waste pipes and drains, repair to water pipes, plumbing fixtures, or overflow therefrom caused by negligent or improper usage or introducing any substances into the plumbing system of the Premises. 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 repair. 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, from Licensee's room cleaning services will be provided once per term during the academic year. The cleaning comprises light vacuuming, emptying trash containers and wiping the sink. Licensee may obtain a cleaning schedule from the custodial office. Licensee may request additional cleaning on a per-hour basis. The Institute reserves the right to modify the cleaning frequency of the Premises, or any part thereof, without the Institute’s prior written consent. Installation, “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.

Licensee assumes all risks for personal items left in facilities. Never is the Institute responsible for such items.

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 received to remove the pet(s) or its belongings. If Licensee fails to remove the pet(s) within the fourteen (14) day period, this License Contract will be terminated and 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 repair. 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, from Licensee's room cleaning services will be provided once per term during the academic year. The cleaning comprises light vacuuming, emptying trash containers and wiping the sink. Licensee may obtain a cleaning schedule from the custodial office. Licensee may request additional cleaning on a per-hour basis. The Institute reserves the right to modify the cleaning frequency of the Premises, or any part thereof, without the Institute’s prior written consent. Installation, “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.

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.

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.

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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. 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: ____________________