

CALIFORNIA INSTITUTE OF TECHNOLOGY
UNDERGRADUATE STUDENT HOUSING LICENSE CONTRACT – ACADEMIC YEAR 2023 – 2024
CALIFORNIA INSTITUTE OF TECHNOLOGY (“Institute”) through its Housing Office licenses:

Last Name _____ First Name _____ Middle Name _____ UID # _____ (“Licensee”) to use the following

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 acknowledges that the Premises are intended to operate as a dormitory, owned and operated by the Institute, an accredited institution of higher education. Possession of the Premises is provided to those eligible as set forth hereinbelow (in the paragraph entitled “Eligibility”) with the primary purpose of serving Caltech students and providing dormitory housing to its students. Licensee agrees to accept Premises “as is” regarding furniture, fixtures, appliances and equipment. License Fee rebates will not be provided if the Premises do not include existing furniture, fixtures, appliances or equipment which the Licensee assumed would be included. Premises may change from time to time during this License Contract, and 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 2023-24 Academic Year Housing Lottery, by 5:00 p.m., May 31, 2023, 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 20, 2023**, or such other date as designated by the Institute _____, and ends at 11:00 a.m. on **June 15, 2024**. 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.

NOTICES Any notice to be sent by the Institute to the Licensee concerning the terms of this License Contract, shall be posted on the Premises, mailed to the Premises and/or sent to the Licensee’s registered Caltech email address.

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

North/South House Bed: \$3,749.00/term - plus full board charges	Marks/Braun House Bed: \$3,749.00/term - plus full board charges
Avery House Bed: \$3,749.00/term - plus full board charges	Bechtel Bed: \$3,749.00/term - plus full board charges
Food – Anytime Plan: \$2,753.00/term	Food – Flex Plan: \$2,478.00/term

Licensee agrees to pay additional fees:

License Contract Cancellation by August 15, 2023: No Fee	Unapproved Room Move: \$100.00
License Contract Cancellation by September 19, 2023: \$200.00	Failure to complete check-in at the Housing Office: \$100.00
License Contract Cancellation on or after September 20, 2023: \$350.00	Failure to complete check-out <u>or</u> 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 License Contract revocation date or expiration date: \$300.00/day (noon each day)	

To calculate fees, terms are defined as follows:

FIRST TERM: 09/20/23 – 12/18/23 **SECOND TERM: 12/19/23 – 03/17/24** **THIRD TERM: 03/18/24 – 06/15/24**

ELIGIBILITY This License Contract will be extended to those individuals enrolled as undergraduate 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 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.

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 the reverse side of this License Contract 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 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.** Licensee may occupy no Institute Housing after the effective date of the cancellation. Licensee cancelling their License Contract must file a cancellation form on-line at least **fifteen (15)** days prior to moving out. Once a cancellation form is submitted, a non-refundable cancellation fee will be levied and Licensee will have fifteen (15) days to complete check-out procedures, and submit a check-out form on-line. **Licensee will continue to be charged all housing fees until all check-out procedures are completed, including, but not limited to, “Failure to complete check-out or room move procedures fee” and housing License Fees.** Except for a cancellation effective prior to the commencement of the License Contract, Licensee’s License fees will be prorated to the date which check-out procedures are completed.

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;
- 2) Failure of the Licensee to maintain 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.

CONDUCT 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, isolation rules, 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, 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, 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 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 fumigation 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 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_CH8.78TOUSPROR_8.78.085REDRTOSMMUITHO.)

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 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 will be assessed to all Licensees 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 have a co-tenancy relationship with Licensee.

EARLY ARRIVAL All Licensees participating in **New Student Orientation, International Student Orientation, Fall Season Athletics and FSRI** will not be charged directly for housing during their program period or the 2023 orientation dates as designated by the Institute, but the terms of this License Contract are still in effect. Arrivals prior to the License Contract start date participating in Caltech sponsored programs must be approved by the Housing Office and will be housed on a space available basis and charged a prorated daily rate based on term rates as shown on the front side of this License Contract. All other Licensees are not eligible.

MEAL PLAN All Licensees living in one of the eight on-campus undergraduate houses, Bechtel, Braun or Marks will be automatically enrolled in and charged for the Anytime Meal Plan. Licensees wishing to convert to the Flex Meal Plan must notify Caltech Dining Services in writing by the submission deadlines to designate this change. By accepting a room in one of the eight houses, Bechtel, Braun or Marks, the Licensee agrees to the "Meal Plan Terms and Conditions" found on-line at <http://www.dining.caltech.edu> under the Meal Plan Program section. The "Meal Plan Terms and Conditions" are incorporated by reference. For program effective dates, please refer to the "Meal Plan 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 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. The Licensee has the option to request an inspection before vacating the Premises to have an opportunity to identify damages in order to avoid any costs for improper use/maintenance of 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 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 the fault or negligence of the Institute. Such causes may include, but shall not be limited to, the failure of any third person to deliver goods or 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 of 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 as a result of the force majeure event (the "Termination Date"). The Licensee shall receive a refund of all monies paid for use of the Premises between the Termination Date and June 17, 2023.

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. **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. Upon expiration or revocation of this License Contract, Licensee shall return the Premises to the Institute in the same condition as received less reasonable wear and tear, as determined by the Housing Office.

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.

PERSONAL PROPERTY Licensee assumes all risks for personal property in Institute Housing, or any facility managed by the Housing Office. The Institute does not insure Licensee's personal property. If Licensee wishes to insure their personal property, they shall obtain and maintain the insurance.

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.

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 subject to revocation and Licensee and pet(s) will be removed from the Premises within five (5) calendar days of notice of failure to remove pet(s). Additional information can be found at <http://www.housing.caltech.edu/policies>.

CLEANING Licensee 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 from Housing Maintenance for a fee. Non-Caltech custodial vendors may not clean student rooms.

KEYS/PIN KEY/COMBINATION LOCKS If Premises requires 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. Re-keying of Premises and/or entry gates for lost, non-returned keys or duplicate keys returned will be charged to Licensee. Tampering with or damaging door locks is strictly prohibited. Licensee will be charged a fine of \$500.00 for tampering with or damaging door locks. Licensee will be charged a fee of \$45.00 for a request to change their pin key or combination lock.

GUESTS Residents may have an overnight guest for a maximum of three (3) nights per month. Guests may only stay on campus for a maximum of three (3) nights per month. The Institute has the right to rescind or adjust the guest policy at any time.

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, 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:** _____