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.

LICENSEE FEE
All License fees shall be charged to Licensee’s Bursar’s Account by term according to the following 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 |
| Averly 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
- License Contract Cancellation after September 19, 2023: $200.00
- Failure to complete check-in at the Housing Office: $100.00
- License Contract Cancellation or move after September 20, 2023: $550.00

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 – 12/23/23
SECOND TERM: 12/23/23 – 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, for the duration of the License Contract. If Licensee becomes ineligible to enroll in the Institute’s Office, as defined by the Bursar’s Office, and 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 thirty (30) days of ineligibility. The Institute reserves the right to inform the House ExComm and/or Residential Life staff, of Licensee’s ineligibility or revocation to facilitate proper check-out.

LICENSE CONTRACT CANCELLATION, EXPIRATION, TERMINATION OR REVOCA
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. If Licensee is to move after the effective date of the cancelled License Contract, the cancellation fee, surcharge for staying past the fifth (5th) day of the effective date and any other fees and charges due to the cancellation must be paid. If Licensee cancels 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 Contract Fee. For a cancellation effective prior to the commencement of the License Contract’s Term, Licensee’s License Contract fees will be pro-rated to the date which check-out procedures are completed.

In 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 Forbearance of 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://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 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. This License Contract is subject to the“Check-Out Procedures”.

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.
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?model=TITSHESA_CI8.78TOUSPROR 8.78.085REDTOSMmcTHO)

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 designated by Institute, abandonment by Licensee, or after expiration 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 in the Premises. No one is allowed on rooftops or on outside ledges of Premises. Licensee 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?model=TITSHESA_CI8.78TOUSPROR 8.78.085REDTOSMmcTHO)

EARLY ARRIVAL
All Licensees participating in New Student Orientation, International Student Orientation, Fall Season Athletics and FRSI 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 Institute's known housing status.

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. Licensee 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 Plans and Charges” 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.) 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. 2.) The Check-Out/Room Move Form is completed and submitted on-line to the Housing Office fifteen (15) days prior to vacating the Premises. 3.) The Licensee will be charged for the cost of repair or replacement of damaged or missing furniture, fixtures, appliances or equipment and the re-assembly of furniture. 4.) Licensee will not be charged for the Anytime Meal Plan. 5.) 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 cure the violation.

REFUNDS
When applicable, Licensee’s License Fee will be prorated based on Licensee’s check-out date. Use of room telephone charges

FORCE MAJEURE
Licensee and Licensee acknowledges 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 party 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 23, 2023.

REPAIRS AND MAINTENANCE
The Institute shall repair defects, which arise from ordinary wear and tear. Without limitation, all defects caused by 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 repair defects such as those caused by the acts or omissions of Licensee, Licensee’s guests or invitees. Licensee is liable in full for the cost of repair of the Premises造成的缺陷, 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 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. Licensee may not change locks. Licensee is not responsible for an alteration or addition to the Premises, including the installation of windows. Licensee assumes all risks for personal items left in the Institute's housing. 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 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 in the Premises. No one is allowed on rooftops or on outside ledges of Premises. Licensee 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?model=TITSHESA_CI8.78TOUSPROR 8.78.085REDTOSMmcTHO)

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 be 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 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, of any furniture, fixtures or equipment furnished by the Institute. Licensee will not alter the Premises’ fixtures, furnishings or equipment without written 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, 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 in the Premises. No one is allowed on rooftops or on outside ledges of Premises. Licensee 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?model=TITSHESA_CI8.78TOUSPROR 8.78.085REDTOSMmcTHO)

EXCEPTIONS AND EXEMPTIONS
The Housing Office, in its absolute discretion, may determine whether to waive the Institute’s rights under 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?model=TITSHESA_CI8.78TOUSPROR 8.78.085REDTOSMmcTHO)
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: ________________