Elgibility: This License Contract will be extended to those individuals who have been approved by the Housing Office and the Undergraduate Dean’s Office for eligibility to use the Premises. There is a one-month minimum stay. 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 

Licensee agrees to abide by the Code of Conduct (http://codeofconduct.caltech.edu/) and the Institute Policies (http://hr.caltech.edu/services/policies) and the Resident Guide and Housing Policies (http://www.housing.caltech.edu/policies), and including but not limited to the policies on honor code, 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. 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 (https://hr.caltech.edu/documents/49-citpolicy_substance.pdf).

Vacating the Premises: Licensee shall vacate the Premises on the expiration of the License Term or upon revocation of this License Contract, whichever comes 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 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, this will be considered a violation of the Caltech Honor Code and penalty charges will apply.

Licensee shall vacate the Premises on the expiration of the License Term or upon revocation of this License Contract, whichever comes first. Licensee must vacate the Premises by the end of the License Term and only in the condition in which they were approved for lease or any other interest in real property is created by this License Contract. Any eligible Licensee must submit a "Summer Extension/Storage Form" by the fifth (5th) day from notification of the Term dates will be charged at the daily rate. 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.

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 thereafter to that date will be billed as a separate line item. If Licensee fails to vacate by the fifth (5th) day from notification of the Term 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 in person. Licensee will 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 this License Contract, Licensee’s fee is 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) Failure to maintain an adequate and continuous level of academic achievement; and
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.

Mandatory Room Move Period for Stays past August 27, 2023: Any Licensee requesting housing past August 27, 2023 must have a Fall 2023-24 housing assignment. In such event, the terms of this License Contract shall be effective until the commencement of the term of the new License Contract. Any eligible Licensee must submit a “Summer Extension/Storage Form” with the Housing Office, and move into their Fall 2023-24 housing assignment between August 26-28, 2023 (when available) if that assignment is different from their Summer 2023 housing assignment.

Summer Storage Period Beyond August 27, 2023: The summer storage period is August 28 – September 19, 2023 and only in the Licensee is enrolled in Fall 2023-24 housing as of the Fall 2023-24 Housing assignment is not available, Licensee must store their belongings in their own off-campus storage arrangements. In order to be eligible for this storage period, Licensee must properly check out of their summer assignment by completing “Check-Out Procedures” and must submit a Summer Extension/Storage Form by August 4, 2023. If the Institute finds physically occupying the assignment during an indicated storage period, this will be considered a violation of the Caltech Honor Code and penalty charges will apply. 

California Institute of Technology ("Caltech") is a private, non-profit, independent research institution governed by the Board of Trustees of the Institute of Technology ("Board"). The Board will Institute Policies (http://hr.caltech.edu/services/policies) and the Resident Guide and Housing Policies (http://www.housing.caltech.edu/policies), and including but not limited to the policies on honor code, 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.

California Institute of Technology ("Institute") through its Housing Office licenses:
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 allowed on rooftops or on outside ledges of Premises. Licensee does not have any liability for the actions of roommates(s) in this is a per bed license contract and such roommate(s) do not have a co-tenancy relationship with Licensee.

MEAL PLAN
All Licensees living in Caltech Housing will be automatically enrolled in and charged for a summer meal plan. By accepting a room assignment, the Licensee agrees to the “Summer Meal Plan Terms and Conditions” found on-line at http://www.housing.caltech.edu under the Meal Plan Program section. The "Summer Meal Plan Terms and Conditions" are incorporated herein by reference. Any remaining summer declining balance meal plan funds will be forfeited at the end of the summer term. For program effective dates, please refer to the “Summer 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 and 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, as applicable.3.) Licensee may use the options available 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/on-line 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.

FURNITURE, FIXTURES AND EQUIPMENT
Licensee agrees to pay for room telephone charges.

FORCE MAJEURE
The Licensee and Institute 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, acts of God, acts of public officials and agents of public officials, civil disturbances, physically hazardous conditions, 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, (2) the date that the Licensee must vacate the Premises as a result of the force major event (the “Termination Date”). The Licensee shall receive a refund of all monies paid for use of the Premises between the Termination Date and August 27, 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 charged to Licensee, including the cost of repair to or clearing of waste pipes and drains. Licensee shall properly maintain all fixtures, furnishings and equipment (including door locks, water closets, sinks, toilets, bathtubs, showers, faucets, fountains, swimming pools, waterbed pumps, and swimming pool covers) in the Premises 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 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 shall Licensee cause the Premises, or any part thereof, to be altered, modified, changed or upgraded to accommodate the specific needs and habits of any roommate(s) or guest(s) other than Licensee's own. Licensee acknowledges receipt in good condition of the Premises, without warranty, expressed or implied, of 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 to the Institute in the same condition as when received. 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. Any facility managed by the Housing Office. The Institute does not insure either Licensee’s personal property. If Licensee wishes to insure his or her personal property, he or she 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 personal items.

PETS
Licensee may not maintain any pets. Some are strictly prohibited. If Licensee is found with a pet, Licensee will be assessed a fine of $350.00.

CLEANING
Common areas are cleaned at least once daily. 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.

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 the Licensee to remedy the violation in such manner as Institute deems appropriate.

GOVERNING LAW
This License Contract is to be governed by 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 construed 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, and in the event of any such damage or injury, Licensee shall hold the Institute harmless for any such damages or injuries.

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://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.78TOUSPROR_8.78.085REDRTOSMMUITHO
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: __________________