LICENSE CONTRACT CANCELLATION, EXPRIRATION, TERMINATION OR REVOCATION

This License Contract cancels at the expiration of the License Term or upon revocation of this License Contract. The Licensee agrees to pay for the full term of the License Contract, Licensee's License fees will be prorated to the date on which the Licensee files 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, the 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. Licensee agrees to abide by the Code of Conduct (http://codeofconductor.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, parking lot 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 will 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 for the current 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_8.78.085REDRTOSMITHO.

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 breach of this 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 maintain or begin any waterbed in the Premises. No one is allowed on rooftops or on outside ledges of Premises.

EARLY ARRIVAL All Licensees participating in New Student Orientation, International Student Orientation, and FSRI will not be charged directly for housing during their program period or the 2024 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 deadline 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 Conditions” found on-line at http://www.dining.caltech.edu under the Meal Plan Program section. The “Meal Plans and Conditions” are incorporated by reference. For program effective dates, please refer to the “Meal Plan Terms and Conditions.”

NON-CONTRACTED PERIOD It may occur that Licensee is to occupy the Premises for a term commencing some days after the end of the term of this License Contract. In such event, the term of this License Contract shall be extended until the commencement of the term of the new License Contract.

CARE OF PERSONAL PROPERTY Licensee agrees to return all Institute-owned Personal Property to the Housing Office Staff. The Housing Office will notify all Licensees of proper 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. Licensee acknowledges receipt in good condition of the Premises, without warranty, expressed or implied, with respect to the condition of the premises at the end of the license period. Licensee agrees to pay 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.

REFUNDS When applicable, Licensee’s License Fees will be prorated based on Licensee’s check-out date.

UTILITIES Licensee agrees to pay for room telephone charges. Licensee agrees to keep the Premises in good repair and condition during the License Term.

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, force majeure events (e.g. acts of God, or acts of the Institute knowing of a breach by Licensee shall not constitute a waiver of such breach.

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://wellness.caltech.edu/health/forms-policies/student-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: __________________