LICENSE FOR USE OF THE I-HOUSE FACILITIES

NOTE: This license is for the summer term and financially and legally obligates the student to full payment of fees for the licensed period, unless terminated earlier under the provisions of this license agreement. Renewal of this license is not automatic. Eligibility for residency is subject to periodic review by the staff and advisory committee of the International House (I-House). Summer-stay-only residents must apply for Fall semester housing; acceptance is not guaranteed. The housing services described in this agreement are being offered to you under the Terms and Conditions stated herein. You can indicate your acceptance of this offer of housing services at International House by completing and signing this license and returning it to the International House.

Your signature on this license means that you have read, understood and agreed to all its terms and conditions.

SJSU RESEARCH FOUNDATION INTERNATIONAL HOUSE
HEREAFTER REFERRED TO AS “I-HOUSE”

TERMS AND CONDITIONS OF OCCUPANCY

GENERAL CONDITIONS: Please read license carefully before signing; license is binding

1. **Eligibility:** All individual applicants (versus Summer Conference Housing groups) are expected to complete the I-House application. Space is limited. Priority will be given to San Jose State University students who have been accepted to live at I-House and who plan to stay through the Fall term.

2. **License Terms:**
   a. Year-round and Summer-stay-only residents may reside at I-House only for the dates specified in this license.
   b. Deposit and signed license must be received by I-House no later than seven (7) days from the date of acceptance for new applicants, and prior to the start of the Summer term for year round residents.
   c. Extensions of stay may be made based on availability and approval by the staff of I-House, and must be requested at least 7 days before requested dates of stay. Upon approval, a new license must be signed.
   d. All bedrooms are shared. If a single room is available and assigned, the single room rate will apply.
   e. Failure by the applicant to submit full payment in a timely manner may result in a loss of guarantee of housing at I-House.

3. **Treatment of Indebtedness:** Failure to pay I-House fees may prevent release of transcripts and registration for the following semester or may result in eviction from the premises in accordance with the provisions of section no. 8 of this license. The I-House assumes no responsibility for reserving space for students who have paid fees with checks that have been returned by their banks for various reasons.

4. **Cancellations:** The financial penalties for voiding a signed license without meeting the 60-day cancellation deadline are as follows: Once accepted to stay at I-House and up to the cancellation deadline date, a $100 non-refundable reservation fee + 7% of total refund will be charged upon cancellation of license. The license of an incoming student may be cancelled without further penalty 60 days prior to the start date specified in the license. The financial penalties for voiding a signed license without meeting the 60-day deadline are as follows: after the deadline and up to 46 days prior to the move-in date, two week minimum nightly fees will be forfeited. 45 days prior to move-in date and thereafter, no refunds will be given on a broken contract and contractual obligations must be fulfilled. After move-in, no refunds will be given on a broken contract and contractual obligations must be fulfilled.
5. **Check In:** All students are required to check into the I-House between the hours of 8am and 11pm Monday to Friday or between 10am and 11pm on Saturday or Sunday. Students must inform the I-House of any changes to their planned arrival date.

6. **License Transfer:** A student's license to occupy the I-House is non-transferable.

7. **Breach of Contract:** In the event licensee defaults in the performance of any term or condition of this license, including non-payment of fees, the I-House may elect to serve written notice to vacate. The I-House may revoke a license for any of the additional reasons:
   a. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California statutes, except where lawfully prescribed for medical or dental care.
   b. Possession of firearms, weapons, ammunition, fireworks or explosives in the I-House.
   c. Smoking, lighting candles, incense or other open flame within the International House facility.
   d. Misuse, abuse, theft or destruction of I-House property.
   e. General behavior in the I-House over a period of time that is indicative that the resident is not able to adjust to the requirements of group living, as determined by the I-House staff.
   f. Irresponsible behavior which may be dangerous to persons or property, e.g., setting off false fire alarm, or causing physical harm to another individual or oneself.

8. **Vacating Premises:** The licensee shall vacate the housing facility used by that licensee on the expiration of the license period, or upon termination of his/her license to use the facilities, whichever is sooner. Abandonment of the premises shall not operate to release licensee from any obligation due to the I-House.

9. **Room Care:** Licensee agrees to give good care to his/her room, its furnishings, and common areas, and to maintain sanitary and safety conditions acceptable to the I-House. A $100.00 Room Care fee may be charged following final move-out, contingent on the Director determining that licensee left furniture, equipment, and building in poor condition.

10. **Damages:** Licensee agrees to pay for any damages to I-House caused by licensee because of neglect or intent of licensee. Licensee will be responsible for paying for damages to the building and for damaged or missing furniture or equipment. When two or more students occupy the same room, and responsibility for damages or loss in the room cannot be determined by the I-House Office after discussion with the students, the cost of damage or loss will be divided and assessed equally between the residents of the room. Damage occurring in common areas in which no individual is identified as responsible, shall be assessed against all I-House residents as a group.

11. **SJSU Research Foundation Liability:** Neither the SJSU Research Foundation nor the University assumes responsibility for any property of the licensee which is lost, stolen, damaged or destroyed in the I-House at any time, including periods when the licensee is not in occupancy.

12. **Safety:** Persons and/or objects are not to occupy the outside window sills or front porch roof. Throwing objects from the windows of the I-House, climbing on the roof or the balcony, or smoking on the premises and grounds may result in eviction.

13. **Keys:** Each licensee is issued keys to the I-House when the licensee checks into the I-House. Each licensee is responsible for his/her own keys and under no circumstances are they to be duplicated or loaned to another individual. There is a non-refundable charge of $25.00 per key for any lost or stolen keys. It is a misdemeanor for any person to duplicate or have in his/her possession without proper authorization any key to a building controlled by the State.

14. **Right of Entry:** The I-House reserves the right to enter licensee's room to inspect the premises for the purposes of management, health, safety, maintenance, and to ensure adherence to applicable rules and regulations. In so far as possible, advance notification will be given.
15. Visual/Audio: I grant permission to CSU, SJSU Research Foundation, and I-House to take and use visual/audio images of me. Without notifying me, the images may be used in any manner or media, such as the I-House website, publications, and promotions. I waive any right to inspect or approve the finished images or to be compensated for them. I release CSU, the SJSU Research Foundation, and its employees from any claims, damages or liability which I may ever have in connection with the use of the images.

16. Smoking Policy: The International House is a non-smoking facility. Smoking is not permitted in the facility or on the grounds including parking lots.

17. Alcohol Policy: The I-House desires to call the attention of all residents to the following statement from the Alcoholic Beverage Control Act: "Every person who sells, furnishes, gives or causes to be sold, furnished or given away, any alcoholic beverage to any person under the age of 21 years is guilty of a misdemeanor." (Business and Professions Code 25658) Alcoholic beverages are not to be consumed in common areas except with permission of Director. Any gathering involving alcohol that is held in a common area must be registered and approved.

18. Health Insurance: All residents of the I-House are required to show proof of health insurance coverage for the period of their stay at I-House.

19. Quiet hours will be enforced in order to ensure an atmosphere conducive to studying.

20. Although the use granted herein does not create a property interest in the Student Licensee, Revenue and Taxation Code Section 107.6 requires that the Student Licensee be informed, and the Student Licensee is hereby informed, of the possibility that a taxing authority may take contrary view and subject the student Licensee to payment of property taxes on the possessory property interest determined to be created herein.

INTERNATIONAL HOUSE RULES PROHIBIT

1. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California statutes, except where lawfully prescribed for medical or dental care.
2. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials within the House.
4. Weights and exercise equipment.
5. Bicycles in student rooms, study areas, or hallways.
6. Animals and pets in student rooms.
7. Hot plates, microwaves, electric kettles, and similar appliances in student rooms; cooking in student rooms.
8. Remodeling or renovating of the room or furniture; tampering with the electrical or mechanical fixtures in the room; placement of personal air conditioners in the room; placement of antennas and wiring for radio, stereo systems, TV, internet connection, etc. out the window; refrigerators larger than 3.0 cubic feet; and removal or addition of furniture without approval by the Director.
9. Licensee attaching any object to the premises by nails or screws or altering the premises in any manner whatsoever without the prior consent of licensor.
10. Parking in a reserved parking space on the sides of the building without an I-House parking permit. Illegally parked cars may be ticketed and/or towed.
11. Tampering with, or removal of, windows or window screens from any part of the building.
12. Willful or malicious tampering with the fire system or fire-fighting equipment is a misdemeanor, and is punishable by up to one year in county jail and/or a $1,000 fine. Tampering that results in injury or death to an individual is punishable by imprisonment in state prison and/or by a fine of $500 - $10,000. (CA Penal Code 148.4)
13. Removal of lounge and common area furniture to individual student rooms.
14. For reasons of security, propping or unlocking of outside doors.
15. Residents from accessing the roof/balcony without prior consent of licensor.
PAYMENT SCHEDULE

| Dates of full summer session for year-round residents: May 22, 2019 to August 11, 2019 |
| Dates of full summer session for Summer Stay-only residents: June 3, 2019 to August 4, 2019 |
| Full payment is due and payable prior to move-in during the summer session. |

Pay online at: [https://commerce.cashnet.com/SJSUINTLHOUSE](https://commerce.cashnet.com/SJSUINTLHOUSE)

Summer payments must be completed prior to any nights stayed at the I-House. For year-round residents staying the full summer at I-House, up to two consecutive weeks of vacation staying outside of the I-House may be taken without charge.

RATES: Summer session (Meals not included)

| Dates of summer stay: Date of Move-in: ________________ Date of Move-out: ________________ |
| Nightly fee: ________________ Total number of Nights: ________________ Total Fee Owed ________________ |

For residents who will be attending as part of a Summer Conference Housing group and who will have their fees paid by the Conference Housing group, please specify group here: ___________________________________________________________

I certify that I have read, understand and will comply with the terms of this license.

Signature ____________________________ Date ____________________________

Print name ____________________________

For Minors under the age of 18; signature of Parent or Guardian.

Guardian Signature ____________________________ Date ____________________________

Guardian Name & Relationship to Participant (Print): ____________________________ Date: ____________________________

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