

INTERNATIONAL HOUSE
SAN JOSE STATE UNIVERSITY FOUNDATION
360 SOUTH 11th STREET
SAN JOSE, CALIFORNIA 95112
(408) 924-6570

LICENSE FOR USE OF THE I-HOUSE FACILITIES

NOTE: This License is for one semester unless terminated earlier under the provisions of this license agreement, and financially and legally obligates the student to full payment of fees for the licensed period. 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. 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 I-House housing services 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.

PAYMENT SCHEDULE

The student is responsible for payment of fees according to the schedule on the back of this license. If the student is assigned space in the I-House after the semester begins, the student shall be charged a pro-rated fee for the balance of the semester. For information, call the I-House office (408) 924-6570.

RATES: One Semester (price includes Seven Day meal plan)

Fall 2009 (10:00 a.m., Sunday, August 16 to 6 p.m. Thursday, December 17) \$5,050.00 + \$100 Room Care Deposit + \$40 Student Activity Fee
Spring 2010 (10:00 a.m., Sunday, January 17 to 6 p.m. Friday, May 26) \$5,050.00 + \$100 Room Care Deposit + \$40 Student Activity Fee

Full payment is due and payable in accordance with payment schedule on back of this license. It is the responsibility of the Licensee to remember payment dates.
Make checks payable to SJSU FOUNDATION

I-HOUSE TERMS AND CONDITIONS OF OCCUPANCY

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

1. **Eligibility:** Fall priority is given to San Jose State University students who plan to stay through Spring semester. Applicants are considered for acceptance based primarily on the essays written, diversity of countries represented at the I-House, expected participation of applicant in I-House activities, and expressed interest and apparent ability in interacting with people of many cultures.
2. **License Terms:** This license is for one full Semester. It cannot be cancelled or terminated except under the conditions cited in this license.
3. **Treatment of Indebtedness:** Failure to pay I-House fees will result in denial of further meals, as well as preventing release of transcripts and registration for the following semester. It may also 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:** Once accepted to stay at International House and up to the cancellation deadline date, a \$100 non-refundable reservation fee + 5% of total refund will be charged upon cancellation of contract. The license of an incoming student may be cancelled without further penalty 60 days prior to the official Fall semester move-in date, and 45 days prior to the Spring semester move-in date. The financial penalties for voiding a signed license without meeting the deadline are as follows: after the deadline and up to 14 days prior to the move-in date, \$1,680.00 + Room Care Deposit will be forfeited; 14 days prior to move-in date and thereafter, no refunds will be given on a broken contract.
5. **Check In:** All students are required to check into the I-House by 10:00 pm on the evening before the first day of classes, unless a later date of occupancy is authorized by the I-House Director. Students who fail to register at the I-House by this time and date are liable for the rental period and forfeit their requested space.
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 or 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, to common areas and to maintain sanitary and safety conditions acceptable to the I-House. A \$100.00 Room Care Deposit must be made with the contract deposit and will be returned within 60 days following final move-out, contingent on the Director determining that licensee left furniture, equipment, and building in good condition, and that no fees are owed to International House.
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. **University Foundation Liability:** Neither the 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 roof or balcony 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 \$10.00 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 University Foundation reserves the right to enter licensee's room to inspect the premises for the purposes of management, health, safety, and maintenance of applicable rules and regulations. In so far as possible, advance notification will be given.
15. **Guests:** Overnight guests and visitors are bound by the same rules and regulations as licensee. Licensee is responsible for any damage incurred by his/her guests or visitors.

16. **Alcohol Policy:** The University Foundation 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 party held in a common area must be registered and approved.
17. **Smoking Policy:** The International House is a non-smoking facility.
18. Fire drills are mandatory.
19. In order to insure an atmosphere conducive to studying, quiet hours will be enforced.
20. With the exception of regular class attendance, licensee agrees to attend two out of three Cross-Cultural Workshops each semester. Failure to attend two of three workshops may result in cancellation of the contract for the following semester. Students may appeal such cancellation in writing to the Director of International Programs and Services. In addition, licensee agrees to attend a mandatory International House Orientation held at the beginning of the semester and mandatory floor meetings as scheduled by staff.
21. 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. Firearms, weapons, ammunition, fireworks, explosives of highly flammable materials within the House
2. Gambling in any form.
3. Bicycles in student rooms, study areas, or hallways.
4. Animals and pets in student rooms.
5. Hot plates, microwaves and similar appliances in student rooms; cooking in student rooms.
6. Remodeling or renovating of the room or furniture; tampering with the electrical or mechanical fixtures in the room; placement of personal air conditioners, 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.
7. 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.
8. Parking in a reserved parking space on the sides of the building without I-House parking permit. Illegally parked cars will be towed.
9. Tampering with, or removal of, windows or window screens from any part of the building.
10. 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)
11. Removal of lounge and common area furniture to individual student rooms.
12. For reasons of security, propping or unlocking of outside doors.
13. Residents from accessing the roof without prior consent of licensor.

DISCIPLINE

Infraction of any policy (rule) whether stated in this license or announced at a future date by the Director, will result in disciplinary action up to and including eviction from the I-House. Suspension from the University may be recommended to the Chief Judicial Affairs Officer as an appropriate disciplinary measure.

FOOD SERVICE

MEALS IN THE DINING COMMONS AND I-HOUSE

The I-House license fee includes food service. There is no compensation for missed meals. A percentage of absence is expected in projecting the meal cost. Hours for meals are:

I-House (Monday to Friday):

Continental Breakfast:	8:00 - 10:00 a.m.
Dinner:	5:30 - 7:30 p.m.

Dining Commons:

Monday to Thursday	7:00 a.m. to midnight
Friday	7:00 a.m. to 8:00 p.m.
Weekend	10:00 a.m. to 8:00 p.m.

Fall Semester:

Dinner, August 22, 2009; Brunch and Dinner, August 23, 2009 (8/22 and 8/23 Dining Commons Only, Seven Day plan only)
Regular Service begins at I-House Monday, August 24, 2009
Ends – Brunch (Dining Commons Only), December 17, 2009
No service after 5 p.m. Thursday, November 25 through 5 p.m. Sunday, November 29, 2009 (Thanksgiving Break)

Spring Semester:

Dinner, January 24, 2010 (Dining Commons only, Seven Day plan)
Brunch and Dinner, January 25, 2010 (Dining Commons Only)
Regular Service begins Tuesday, January 26, 2010
Ends – Brunch (Dining Commons Only), May 26, 2010
No service after 5 p.m. Friday, March 26 through 5 p.m. Sunday, April 4, 2010 (Spring Break)

Meal Plan:

Meal plan decisions must be made before the first day of classes. No meal plan changes can be made after that time.

TERMS AND CONDITIONS FOR USE OF DINING FACILITIES

1. Dining Cards must be presented to checker for each meal.
2. Dining Cards may be used for only one entrance to each meal.
3. Dining Cards are not transferable; assisting unauthorized persons to enter the Commons or I-House for meals is a violation of the Terms and Conditions of the Meal Ticket Contract and may cause it to be voided.
4. A non-refundable fee of \$15.00 will be charged for replacement of lost meal cards.
5. Breakfast may be eaten at the I-House, the Dining Commons or the Student Union. Lunch may be eaten at the Dining Commons or Student Union. Dinner may be eaten at the I-House, the Dining Commons, or the Student Union.

No food dishes or utensils may be taken from the dining rooms without the manager's permission. Bag lunches and sick passes are available by arrangement only.

All residents are expected to bus their trays to the designated place. Residents are supervised by Housing Staff in Dining Commons; appropriate behavior is expected.

Violations of the above terms may result in revoking of license.

NOTE: No reduction of food service fees is permissible because of dietary restrictions or other related concerns or withdrawal from the I-House for any reason.

PAYMENT SCHEDULE

Carefully read the payment schedule and return your deposit with your license. The amount of \$5,050.00 for the Spring Semester is based upon a shared room and a Seven Day meal plan. For the Five Day meal plan, subtract \$210 from the total amount.

Make checks payable to **SJSU FOUNDATION**.

Fall 2009 Semester, payable as follows:	\$1,680.00 with contract + \$100.00 (one time) Room Care Deposit + \$40 (per semester) Student Activity Fee \$1,680.00 upon moving in Balance due October 1, 2009
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Spring 2010 semester, payable as follows:	\$1,680.00 with contract + \$100.00 (one time) Room Care Deposit + \$40 (per semester) Student Activity Fee \$1,680.00 upon moving in Balance due March 1, 2010
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A late fee of \$10.00 will be charged if installment is late. It is the responsibility of the licensee to remember the payment due dates.

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

Signature _____ Date _____

Print name _____