Stanford Practical Readiness for Emerging Professionals (PREP) Program Agreement

Participant Name: <Name>

Contract Dates: June 21, 2024 after 5:00 p.m. – August 22, 2024 by 11:00 a.m.

Accommodations: Shared/Double Occupancy with common bath in an undergraduate residence.

Dining: 1 meal per day in an assigned dining hall. Daily meals are non-transferable. Unused daily meals will be forfeited and may not be applied for use on a different date.

Program: Weekly education sessions will be held each Wednesday from 7:00 p.m. to 8:30 p.m. (subject to change). Additional events will be announced during the program. Informal networking and social events will be organized for the residential community.

Program Cost: $1,000.00 Non-Refundable Deposit upon approval to participate in the program plus $6,500.00 due by May 31, 2024

Total Program Cost: $7,500.00

GENERAL PROVISIONS
This agreement is a legal and binding contract, and you agree to the terms of this agreement when you submit a completed agreement with your signature. This agreement is valid for the contract period or for the period of time you remain eligible for the Stanford Practical Readiness for Emerging Professionals (PREP) Program (see eligibility below). By agreeing to the terms of this agreement, you agree to pay for the cost of the program and any other administrative or miscellaneous fees established by Stanford University for the residence(s) to which you are assigned for your contract period. This agreement is not a lease and is not subject to California landlord-tenant laws. It is a license to occupy on-campus housing as part of the university community that the university has secured as an integral aspect of the university experience. A license is a revocable contract, and as such, the university retains the right to revoke the right to occupy university arranged on-campus residences at any time. You may be temporarily or permanently relocated to other housing or denied the privilege to live in any university arranged on-campus housing at any time. Individuals deemed ineligible for university arranged on-campus housing and denied housing privileges for violation(s) or breaches of this agreement remain financially liable for the entire period of this agreement. The determination of violations of this agreement and all decisions regarding petitions for exceptions to any policies in this agreement are made by the Senior Director of R&DE Stanford Conferences, the Assistant Vice Provost, Student Housing Operations & Stanford Conferences, or by other designee of the Senior Associate Vice Provost for Residential & Dining Enterprises. The university reserves the right to make changes to this agreement and supporting policies from time to time without prior notice. Should any term, clause or provision of this agreement be determined by any final decision of any court to be wholly or partially illegal or invalid, the validity of the remaining terms, clauses, and provisions shall not be affected thereby, and said illegal or invalid term, clause or provision shall be deemed not to be a part of this agreement.
GOVERNING LAW AND CLAIMS

Governing Law: This agreement is to be construed and interpreted in accordance with the laws of the State of California, excluding its conflict-of-laws rules.

Jurisdiction and Venue: The venue for any legal action involving this agreement will be either the United States District Court for the Northern District of California or the Superior Court of California in the County of Santa Clara. Exclusive jurisdiction as to any claim or action arising out of or relating to this agreement shall be in those Courts, and you and the University hereby submit to the personal jurisdiction of those Courts with respect to such claims and actions.

Class Action Waiver: Claims and actions arising out of or relating to this agreement may not be litigated on a class or representative basis. You and the University may only bring such claims and actions against each other in their individual capacities, and not as a representative plaintiff or as a class member in any purported class action or other representative proceeding.

ELIGIBILITY

To be eligible to move into or live in the university arranged on-campus housing under this agreement, individuals must attend the weekly educational sessions for the Stanford PREP Program and maintain their affiliation with the local company/organization specified in their application for this program.

UNAUTHORIZED OCCUPANCY

If any Stanford PREP Program participant or their guest occupies the university arranged on-campus residence without authorization, the participant will be charged an administrative fee of $225 for unauthorized occupancy for each day or portion thereof until the space is completely vacated. This includes unauthorized occupancy any time before or after contract dates, termination of occupancy dates, or after eligibility has ceased. This also applies if guests are allowed to stay longer than permitted at any time or if a participant sublicenses his/her university arranged on-campus residence without approval from R&DE Stanford Conferences.

FORCE MAJEURE

The university assumes no responsibility, and will not be deemed in default of this agreement, for any delay or failure to perform any terms or conditions of this agreement or modification to accommodations or dining services due to any force majeure. In the event of force majeure, you are required to pay the non-refundable deposit and the balance of the program cost on a pro-rata basis for as long as you remain in housing, attend sessions, and/or dine in the dining hall. Absent good cause, your failure to remove your personal belongings upon request, obligates you to pay the non-refundable deposit and the balance of the program cost on a pro-rata basis until such items are removed. For purposes of this agreement, the term “force majeure” shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, crimes, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned above, which is beyond the control or authority of Stanford and either makes performance of the agreement illegal, impractical, and/or in the reasonable judgment of Stanford, threatens the safety and wellness of its students, employees and/or community members.
CANCELLING OR TERMINATING YOUR AGREEMENT
You may request to cancel or terminate your agreement to participate in the Stanford PREP Program by submitting a written request detailing the circumstances to R&DE Stanford Conferences by email to stanfordconferences@stanford.edu. The cost of the program is considered non-refundable, even if the participants opt out of the program before the end of the contract period. Any refund of the program cost to the participant if the participant opts to cancel or terminate this agreement is entirely at the discretion of Stanford Conferences.

UNIVERSITY-INITIATED TERMINATION OF AGREEMENT
The university may terminate your agreement under any of the following circumstances. Termination by the university pursuant to 2a or 2b below does not terminate your obligation to pay the program cost and/or any applicable fees detailed in this agreement. If you are released from your agreement for the other reasons noted below, Stanford will refund a pro-rata portion of the program cost, excluding the non-refundable deposit, minus any applicable charges described herein, from the effective date of termination until the end of the contract period.

1. You are no longer eligible for university arranged on-campus housing. If you lose eligibility for university arranged on-campus housing, you must move out of housing immediately (see “Eligibility”). Participants who refuse to move out after being notified that they are no longer eligible for housing will be charged unauthorized occupancy administrative fees until they move out of housing ($225 per day).

2. You breached the terms of the agreement: The university may terminate this agreement and a participant's occupancy rights at any time after giving notice for any of the following reasons.
   a. You have failed to pay any amount due to Stanford under this agreement.
   b. You have breached this agreement or any supplemental agreement (including, but not limited to, a breach of university residence policies, conduct in violation of the rights of others, alcohol or drug violations, misrepresentation of facts on documents submitted to the University).

3. Emergency Situation: The university may terminate this agreement and your occupancy rights at any time after giving you notice for the following reasons.
   a. If Stanford is closed or experiencing an emergency which is not a force majeure event, the university immediately and without notice may terminate this agreement and close residences. Whether Stanford is experiencing an emergency under this provision is to be determined at the sole discretion of Stanford. A campus emergency includes any emergency, even if it is within Stanford’s control and/or authority, which may threaten the safety and wellbeing of its students, employees and/or community members.
   b. If a residence is totally or partially destroyed or becomes temporarily or permanently uninhabitable by any cause, the university is not obligated to rebuild or replace it, and may terminate occupancy and all agreements to occupy the residence upon notice to residents.
CLEANING AND MOVING OUT
Cleaning: You are responsible for cleaning your residence, which includes separating your personal trash from recyclable materials and depositing in the appropriate landfill and recycling bins provided for you in waste corrals outside your residence. Additionally, you are responsible for keeping your residence in good order and condition throughout your residency in order to comply with health and safety codes and to minimize deterioration of the facility. If you live in a two-bedroom apartment with a university assigned roommate, you are jointly responsible with your roommate(s) for cleaning common areas of your apartment as well as your bedroom(s).

Moving Out: When you move out, your residence must be neat and clean, and all trash and recycling removed to the exterior dumpster and recycling area. All appliances and university provided furniture must be in place and properly assembled. Doors and windows must be locked. You will be billed for any needed cleaning, for moving and proper reassembly of furniture, and for the removal and disposal of any personal items you abandon. All occupants are jointly responsible for cleaning the common areas of your residence (even if you remain in occupancy after a roommate moves out) and will share the cost of any cleaning needed in common areas. Items issued to you such as keys and/or fobs must be returned to the location from which they were issued to you when you move out.

CONTROLLED SUBSTANCES AND ALCOHOL
It is the policy of Stanford University to maintain a drug-free campus, which includes university arranged off campus housing residences. The unlawful manufacture, distribution, dispensation, possession, and/or use of controlled substances or the unlawful possession, use, or distribution of alcohol is prohibited on the Stanford campus, or as part of any of the university’s activities. The campus is presumed to include all Stanford premises where activities of the university are conducted. Violation of this policy may be referred to the appropriate authorities for prosecution.

RENTER’S INSURANCE
The university does not carry insurance covering personal property and is not liable for and does not assume any responsibility for theft, destruction, malfunction, failure, or loss of money, valuables or other personal property belonging to, or in the custody of, the resident from any cause whatsoever, whether such loss occurs in the resident’s room/apartment, storage area or public areas. Therefore, it is advisable that you obtain your own renter’s insurance to cover your personal property in the event of damage or loss.

DAMAGE, LOSS, AND FOUND PROPERTY
You are responsible for (1) any damage to or loss of university property in your room/apartment; (2) your own, your family members’, and your guests’ negligence or misconduct that results in bodily injury or damage to or loss of property owned by yourself, Stanford University, or others anywhere within or around your residence building; and (3) found university property that has been removed from its designated location. Responsibility includes any applicable administrative fees, any replacement or repair costs, and any other associated costs.

When damage, loss, or found property is within a room and responsibility cannot be attributed to a specific person, all residents of the room/apartment are held jointly and severally liable. Removal of university property is reported to the police.
GUEST POLICY
Stanford PREP Program participants who live in an on-campus residence may have visitors, including overnight guests, in your room/apartment as long as you have the agreement of your roommate(s) (if any). Guests must be accompanied in the residence and may not be provided with a key. Visitors/guests must comply with all university and apartment complex policies and all terms and conditions of this agreement, including respecting the rights of others at all times. Guests may only stay for a maximum of five (5) nights total throughout the course of the program. You must notify Stanford Conferences in advance if any guest(s) will stay for three (3) or more consecutive days or five (5) days total during the program. One guest per resident is permitted with no more than two guests per room/apartment. Unless approved, any guest who stays longer than these periods is deemed an unauthorized occupant, and you will be subject to unauthorized occupancy charges, which are $225/ day. You are responsible for your guests and for their compliance with this guest policy. In the event this policy is abused, the university reserves the right to deny guest privileges to you or all occupants in your residence or to terminate your contract at its discretion.

INSPECTIONS AND ACCESS TO APARTMENTS
The university reserves the right to enter your room or apartment at any reasonable time for the purpose of inspecting the room or apartment, ascertaining whether the requirements of this agreement are being complied with, for maintenance or repairs, or for any other reasonable purpose. Inspections and repairs may be conducted while residents are absent. In the event of an emergency, entry can occur at any time. Inspections and repairs may be conducted while residents are absent.

A pre-check-out inspection may occur before the scheduled check-out date.

NOISE
Noise in or around a residence that infringes on the rights of other residents or members of the community is a violation of this agreement. In addition, residents are reminded to curtail noisy activity between 11:00 p.m. and 8:00 a.m. on weeknights (Sunday through Thursday) and between 1:00 a.m. and 8:00 a.m. on weekends (Friday and Saturday), or upon request by another resident or community member.

CONTACTS
The Conference Community Associate in your residence is your live-in resource for assistance on most matters and can provide instruction and guidance when needed. Additionally, for most inquiries and/or requests for assistance related to the facilities, this agreement, the educational sessions, your daily meal arrangement, charges, and/or guest notifications, you may contact Stanford Conferences at stanfordconferences@stanford.edu. For inquiries related to your keys, checking in and/or checking out, and/or lock-outs, please visit the Conference Housing Service Center for your residence.
ACKNOWLEDGMENTS

After reading each of the documents and acknowledgments listed below, please place your initials to the left of each item. By initialing, you are stating that you read and understood the document or acknowledgment, and that you agree to abide by any rules and regulations stated in the document and/or comply with the acknowledgment.

__________ Stanford PREP Program Participant Agreement

__________ I understand that pets or live animals of any kind, including those housed in aquariums or terrariums, are not allowed in the residence. I also understand that if I am found to have a pet or live animal in residence, I will be charged an administrative fee of $100 per day from the date it is discovered until the date it is permanently removed from the residence. I will also be charged a mandatory cleaning fee due to the extra cleaning necessary to bring the room back to a standard for a resident who may have an animal allergy. I will be responsible for any damages caused by the animal.

__________ I understand that Stanford University is a non-smoking campus and that it is the policy of Stanford University that all smoking, including but not limited to tobacco products and the use of electronic smoking devices (e.g., vaping), is prohibited in enclosed buildings and facilities and during indoor or outdoor events on the campus. In university residences, this includes all interior common areas, individual rooms and apartments, covered walkways, stairwells, balconies, outdoor areas where smoke may drift into buildings, and during organized indoor and outdoor events. I understand that smoking must be at least 30 feet away from doorways, open windows, covered walkways and ventilation systems to prevent smoke from entering enclosed buildings and facilities.

__________ I will conserve energy and water.

__________ I understand that I must not allow sound to travel outside of my room (conversation, laughter, music, footsteps, doors slamming, etc.). I will comply with the quiet time regulations of this agreement.
PLEASE PROVIDE THE FOLLOWING INFORMATION:

Vehicle License Plate #: ____________________________ (if applicable)
Telephone Number: ________________________________
Email Address: ________________________________

This agreement is not a lease, and is not subject to California landlord-tenant laws. It is a license to occupy on-campus housing. A license is a revocable contract, and as such, the university retains the right to revoke the right to occupy on-campus housing. This agreement does not grant possession of a particular room/apartment or residence or type of housing. You may be temporarily or permanently relocated to other housing or denied the privilege to live in any university housing or university arranged off campus housing at any time.

I attest that I have read this document and agree to adhere to the rules and regulations contained herein. I further attest that I have read the documents listed on page 6 of this agreement, and I agree to comply with all the terms and conditions set forth therein.

Printed Name ____________________________ Signature ____________________________ Date ________________

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