

LEASE OF UNIVERSITY FACILITIES

This lease made and entered into pursuant to Education Code 89046 by and between the Trustees of the California State University, herein called TRUSTEES, through the President of California State University, San Marcos, hereinafter called the "UNIVERSITY", and the undersigned lessee < > hereinafter called LESSEE.

WITNESSETH:

WHEREAS, the President of the UNIVERSITY finds that the property of the UNIVERSITY hereinafter described in the attached Special Provisions and called PROPERTY, is not needed for UNIVERSITY purposes at the time or times covered by this lease and that this lease will not interfere with the requirements of the UNIVERSITY and

WHEREAS, LESSEE desires to utilize that PROPERTY of the UNIVERSITY.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

A. GENERAL TERMS

1. The TRUSTEES for and in consideration of the agreements of the LESSEE hereinafter expresses, hereby lease to the LESSEE, the PROPERTY of the UNIVERSITY described in the Special Provisions for the term and at the times specified therein.
 - 1.0 No oral understanding or agreements not incorporated herein shall be binding. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
2. The LESSEE agrees to pay as rental for the said PROPERTY an amount computed for the term of this lease at the rental rate per unit of time or event specified in the Special Provisions plus any special charges specified therein, payable at the date or dates set forth therein. The UNIVERSITY reserves the right to cancel any event where the deposit has not been received by the due date.
 - 2.01 The LESSEE agrees that, if requirements of any kind are identified after this agreement is made, the UNIVERSITY is not obligated to meet such requirements, but will be fully reimbursed by the LESSEE for doing so.
3. The LESSEE shall use the said PROPERTY only for purposes specified in the Special Provisions.
 - 3.01 The LESSEE shall supply upon request by the UNIVERSITY any and all data or information deemed by the UNIVERSITY to be relevant to the LESSEE'S use of the said PROPERTY.
 - 3.02 Unless otherwise specified in the Special Provisions, no advertising or statements of the LESSEE or its employees or agents shall indicate or suggest sponsorship or endorsement by the UNIVERSITY or any of its departments. The LESSEE allows to the UNIVERSITY the right to see at least seven (7) working days in advance, and approve or reject, all announcements, posters, flyers or other advertising materials. The LESSEE shall clearly indicate on all marketing materials its sponsorship of the events and activities.

- 3.03 The LESSEE or its personnel shall not act for, nor shall they be considered an agent or representative of, the TRUSTEES or the UNIVERSITY for any purpose whatsoever.
- 3.04 For activities covered by this agreement, the LESSEE shall have no rights to radio broadcasting, live television, transcriptions, or recording rights (either professional or amateur) without making prior written arrangements with the UNIVERSITY. The LESSEE, upon receipt of approval by the University, shall be responsible for all related negotiations, permits, and payments. Any unauthorized media usage or amateur media usage made under false pretenses, will result in immediate cancellation of lease and removal of LESSEE from the UNIVERSITY. In addition, LESSEE will be liable for fees associated with media usage.
- 3.05 Any revenues generated from concessions may not inure to the benefit of the LESSEE unless specifically allowed under the Special Provisions, and any profits must be disgorged to the University Auxiliary and Research Services Corporation, unless otherwise agreed to by the University Auxiliary and Research Services Corporation. Concessions include food, beverages, novelties, parking, or any sale of products or real estate privileges. The UNIVERSITY will charge for parking and, through its University Auxiliary and Research Services Corporation, may cause or permit food and beverages to be sold on the PROPERTY or adjacent facilities. The UNIVERSITY, through its University Auxiliary and Research Services Corporation, has exclusive concession and vendor rights including the assessment of charges for vendor space. Any deviation may result in a minimum penalty of \$1,000.00.
4. The TRUSTEES agree to furnish all necessary utilities for the said PROPERTY, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the TRUSTEES and except when there is a failure or defect in the physical plant or utility lines, whether or not such failure or defect is beyond the control of the TRUSTEES, if the failure or defect cannot reasonably be remedied in time for use by the LESSEE during the term hereof. The TRUSTEES agree to furnish routine janitorial services required for said PROPERTY.
 - 4.01 The TRUSTEES may in their sole discretion determine that supplying such utilities is unnecessary during any part of the, or during the entire, period of use. Unless otherwise specified in the RFU, the TRUSTEES shall normally supply electricity only for necessary lighting.
5. The LESSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon the said PROPERTY except those alterations, fixtures, signs, and equipment described in the Special Provisions. Any fixtures, signs, and equipment provided by LESSEE shall remain the property of the LESSEE and shall be removed by the LESSEE from said PROPERTY prior to the termination of this lease. The LESSEE is required upon the expiration of this lease, or renewal thereof, to restore said PROPERTY to the same condition as that existing at the time of entering upon the same under this lease, reasonable wear and tear and damages by the elements or circumstances over which the LESSEE had no control excepted.
 - 5.01 The LESSEE shall exercise care in the use of the UNIVERSITY facilities, shall keep the facilities in a clean and orderly condition, shall comply with guidelines to reduce excessive wear and damage, and shall be liable for any excessive wear or damage.
6. Campus-owned furniture or apparatus may not be removed or displaced by the LESSEE or any agency, employee, or invitee of the LESSEE without permission of the TRUSTEES. The LESSEE shall cause any furniture or apparatus displaced, damaged, or lost to be replaced or repaired to the satisfaction of the TRUSTEES within a reasonable period of time after any event or occasion for which the PROPERTY is used by the LESSEE.

7. The LESSEE shall not violate nor suffer to be violated, any federal or state law, local ordinance, or rule or policy of the TRUSTEES or of the UNIVERSITY, and shall secure all applicable permits and clearances.
 - 7.01 The LESSEE shall maintain order and provide protection for persons and properties, and shall not permit a breach of peace or any act which might endanger life, limb, health, or property. The UNIVERSITY reserves the right to eject or cause to be ejected, any objectionable person or persons. The LESSEE shall be liable for damages incurred to the UNIVERSITY, its officers or employees, in the event of a breach of peace or ejection of any objectionable person or persons. Neither the UNIVERSITY nor its officers shall be liable to the LESSEE for consequent damages.
 - 7.02 The LESSEE shall be liable for costs and fines associated with any violation of ordinance, rule or policy, incurred by the UNIVERSITY during the use of the PROPERTY.
 - 7.03 Smoking is prohibited in all UNIVERSITY buildings and is only allowed in those designated outside areas approved by the UNIVERSITY. The UNIVERSITY reserves the right to remove any person or persons from the premises for violation of this policy.
 - 7.04 The LESSEE covenants that neither its constitution nor its bylaws restrict membership on the basis of color, race, religion, national origin, ancestry, sex, age, pregnancy, veteran status, Vietnam-era veteran status, disabled veteran status, sexual orientation, marital status, medical condition or physical disability. The LESSEE shall not unlawfully discriminate or allow discrimination against, or deny the benefits of this agreement to, any person, including any employee or applicant for employment, on such basis. The Lessee agrees to provide reasonable accommodation to facilitate the participation of covered individuals with disabilities. Non-compliance with this section may result in withholding of future usage of the UNIVERSITY facilities.
 - 7.05 Consumption of alcoholic beverages is prohibited in/on all UNIVERSITY facilities, unless prior approval has been received from the UNIVERSITY. The UNIVERSITY reserves the right to remove any person or persons from the premises for violation of this policy. Failure to comply may, after notice, result in probation, suspension, or forfeiture of right to use of UNIVERSITY facilities.
8. It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said PROPERTY or any part thereof at any time for the purpose of examination or supervision, keeping of the peace, or for the purpose of making repairs and alterations thereto as may be determined necessary by the TRUSTEES.
 - 8.01 It is agreed that this lease is subject to a declaration of Civil Defense need, state or national emergency, and that nothing in this agreement may prevent the UNIVERSITY from using any portion of its real property not specified in the Special Provisions. The LESSEE'S right to the use of any property shall cease upon notice by the UNIVERSITY to the LESSEE that the property is needed for the exclusive use of the UNIVERSITY to meet unanticipated demands of its educational objectives.
 - 8.02 The LESSEE agrees to so organize its activities as to cause as little disruption as possible to other uses of adjacent areas, and not to interfere in any way with the regular operations of the UNIVERSITY.
9. LESSEE agrees to hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, the University, and the officers, employees, volunteers and agents of each of

them, from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by the Lessee of said PROPERTY. LESSEE duty to indemnify under this section shall be limited to the extent of LESSEE comparative negligence in connection with or arising from LESSEE performance of this agreement, as determined by a trier of fact or by agreement of the parties.

9.01 COMMERCIAL GENERAL LIABILITY INSURANCE, will at all times during the term of and any extension of this Agreement be provided by the LESSEE to the TRUSTEES, the UNIVERSITY, and their officers, agents, employees, and volunteers. Limits of liability, shall be:

- General Liability: comprehensive or commercial form minimum limits each occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability, if applicable: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Acceptability of Insurers rating AM Best – AVII or equivalent unless otherwise agreed to by the University.

Such coverage shall be evidenced by original certificates of insurance and amendatory endorsements effecting coverage specifically stating: "**The State of California, the Trustees of the California State University, California State University, San Marcos, and all of their officers, agents, employees, and volunteers and agents of each of them are Additional Insured as respects to the operations of the Named Insured. Coverage may not be canceled, reduced, or altered, without thirty days' prior written notice to the University by the Insurer.**" The endorsements should be on forms provided by the Campus or on other than the Campus' forms provided those endorsements or policies conform to the requirements The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. Certificates of insurance and amendatory endorsements must be provided to the UNIVERSITY before the signing of this Agreement. Coverage must be primary as respects the Additional Insured, and such policy shall provide for Severability of Interest.

9.02 The LESSEE shall maintain necessary Workers' Compensation insurance for its employed personnel, as required by California Law.

10. It is mutually understood and agreed that this lease is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet any part of the said PROPERTY.

11. The term of this lease is for _____. This agreement may be terminated prior to the event by mutual consent in writing, or upon definition by the UNIVERSITY of misrepresentation by the LESSEE or of LESSEE'S failure to perform promptly and as required by this agreement, or upon definition by the UNIVERSITY of academic or administrative necessity or other good cause, or by either party.

11.01 The LESSEE shall provide seven (7) calendar days' written notice of cancellation of a particular date of use to the UNIVERSITY or shall remit to the UNIVERSITY a cancellation fee of 30% of the charges apportioned to that use, and in any event shall be financially responsible for all costs incurred by the UNIVERSITY.

11.02 The UNIVERSITY shall have final authority over use of its PROPERTY and in interpreting this agreement.

12. All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as herein provided. Notice to the LESSEE shall be addressed to the LESSEE at LESSEE'S address set forth on the signature page hereof. Notice to the state or the TRUSTEES shall be addressed to the President of the UNIVERSITY at the address set forth on the signature page hereof.
13. To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.
14. Possessory Interest. The San Diego County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease.

IN WITNESS WHEREOF, this indenture has been executed by the parties hereto as of the date hereof,

I HAVE READ AND UNDERSTAND THE LEASE OF UNIVERSITY FACILITIES AND THE SPECIAL PROVISIONS.

STATE OF CALIFORNIA

By _____
 <NAME>
 <ORGANIZATION>
 <ADDRESS>
 <CITY, STATE, ZIP>
 <PHONE>
 <FAX>

By _____
 Dora Knoblock
 for and on behalf of the President of
 California State University, San Marcos
 San Marcos, CA 92096

Date _____

Date _____

SPECIAL PROVISIONS

Date:

PARTIES: The TRUSTEES, through the President for California State University, San Marcos, LESSOR and, the < > the LESSEE being

- _____ A governmental agency
- _____ A nonprofit, charitable, educational, or character-building organization
- _____ A group or individual who will use the facility for educational or non-commercial use
- _____ A group or individual who will use the facility for a commercial use.

DATE OF TERM:

PROPERTY TO BE USED:

ALTERATIONS PERMITTED: **None**

PURPOSE FOR WHICH PROPERTY WILL BE USED:

| | <u>YES</u> | <u>NO</u> | | | |
|---------------------|------------|-----------|-------------------|-----|-----|
| | | | RENTAL/MUR | \$ | -0- |
| Concessions: | | | Library | \$ | -0- |
| University | | | Catering \$ | -0- | |
| Lessee | | | Facility Services | \$ | -0- |
| | | | Set up charge | \$ | -0- |
| Filming & Recording | | | Equipment | \$ | -0- |
| Amateur | | | HVAC | \$ | -0- |
| | | | Labor | \$ | -0- |
| Equipment | | | University Police | \$ | -0- |
| | | | Parking | \$ | -0- |
| | | | Media Services | \$ | -0- |
| | | | Other | \$ | -0- |

Detail of Other Charges:

TOTAL ESTIMATED CHARGES \$
 Payment due upon receipt of invoice

TOTAL DEPOSIT REQUIRED \$
 Deposit due upon signature of lease