

MODEL AUXILIARY ORGANIZATION SUBLEASE

This SUBLEASE is made and entered into this day of , 20, between , hereinafter called "Auxiliary," and, hereinafter called "Lessee."

WHEREAS, Auxiliary entered into a Lease (Master Lease) on_, 20 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

WHEREAS, in said Lease State authorizes the President of to approve a sublease for any portion of the leased premises, and

WHEREAS, the President of acknowledges his/her approval of this SUBLEASE by signing this SUBLEASE.

WHEREAS, the continuance of the term of this sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, Auxiliary and Lessee hereby agree as follows:

1. Auxiliary hereby subleases to Lessee the following property:

(Herein describe the property to be subleased.)
2. The term of this Sublease shall be from , until , unless sooner terminated as herein provided.
3. Lessee agrees to pay to Auxiliary rent in the amount of \$ per month.
4. Auxiliary agrees to provide the following at no cost to Lessee.
5. Lessee shall not assign or sublet this sublease.
6. Auxiliary reserves the right to enter and inspect the leased premises at reasonable times and to render services and make any necessary repairs to the premises.
7. This agreement is made upon the express condition that Auxiliary, the Trustees of the California State University and their officers, agents, and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging including Lessee, from any cause or causes whatsoever in any way arising out of Lessee's business activity or use of the premises under this sublease or any extension hereof. Lessee agrees to indemnify and hold harmless Auxiliary and Trustees of the California State University and their officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the premises herein described by Lessee.

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8. Lessee agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of Auxiliary.
9. Lessee shall not violate nor allow to be violated any Federal, State, or local law, or rule of the Trustees or of the campus.
10. Should Lessee occupy the premises after the date of expiration of this sublease, such holding over shall be on a month-to-month basis subject to the terms and conditions of this Sublease.
11. Lessee agrees to comply with all the terms of the Agreement and Lease insofar as they are applicable to Lessee.
12. Upon termination or expiration of this Sublease, Auxiliary shall have the option to require Lessee, at its own expense and risk, to restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease.
13. This lease may not be amended, changed, modified, or altered without the written consent of Auxiliary, the Lessee, and the campus President.
14. Lessee recognizes that its use may coincide with other uses of Auxiliary property, and agrees that it will so organize its use and activities as to cause as little disruption as possible to such uses of the Auxiliary buildings and equipment.
15. Lessee shall exercise care in the use of Auxiliary facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this lease.
16. Lessee shall maintain all necessary Worker's Compensation Insurance, as required by reason of employment of personnel, and Unemployment Insurance. Lessee shall also maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not be limited to, bodily injury, property damage, and umbrella clause.
17. This Lease may be terminated upon any of the following occurrences:
 - a. By either party upon giving thirty (30) days written notice to the other party.
 - b. Upon expiration of the lease term as set forth in section 2.
 - c. Upon breach of any substantial provision of this sublease.
 - d. Upon termination of the Agreement and Lease by the Trustees of The California

State University for administrative necessity or for any other reason which gives the Trustees the right to terminate the Agreement and Lease under the terms of that document.

IN WITNESS HEREOF, the parties hereto execute this agreement on the above date.

AUXILIARY ORGANIZATION

LESSEE

By:

By:

APPROVED:

By:

(Campus President or Designee)

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