

**FACILITY LEASE
BETWEEN TRUSTEES AND
SUPPORT SERVICES ORGANIZATION**

Pursuant to Section 89046 of the Education Code and Section 42601 of Title 5, California Code of Regulations, the Trustees of The California State University, by their duly qualified and acting Chancellor, hereinafter called Trustees, hereby lease to _____(Lessee Organization), hereinafter called Lessee, and Lessee hires from Trustees those certain premises described as follows:

(Describe premises, including footage, or incorporate exhibit by reference.)

Subject to:

1. The use of the property for civil defense purposes or in the event of a State or national emergency.
2. Unanticipated need of Trustees to meet the demands of the educational objectives of the University. The right to the use of any property included in this lease shall cease upon written notice by the President of the campus to Lessee that the property is needed for the exclusive use of Trustees.

I. Term of Lease

The lease is for the term beginning on the ___ day of _____, 20_, and ending on the __ day of _____, 20_, unless sooner terminated as herein provided.

II. Use of Premises

(To be completed by the campus.)

III. Consideration

(To be completed by the campus. The campus should describe all benefits it will receive in return for leasing the facility to the Lessee.)

IV. Conformance with State Law

During the term of this lease, Lessee shall operate the described premises in conformance with all applicable policies of Trustees and of the campus which are currently in effect or which may be adopted hereafter. Further, Lessee agrees to operate as an Lessee organization in good standing.

Violation of this section shall subject Lessee to termination of this lease unless the violation is corrected within 30 days of written notice from the Chancellor.

V. Buildings, Signs, Fixtures, and Equipment

During the term of the lease, Lessee shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and

working drawings for buildings to be placed upon the leased land shall have prior approval of Trustees. The number, size, and location of signs is subject to prior written approval of the campus President. Fixtures, signs, and equipment so erected, placed, or attached by Lessee shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this lease.

VI. Alterations

The leased premises shall not be altered or changed in any manner or respect without the written consent of the campus President, and changes that may be authorized shall be made under the direction of the President and at the expense of Lessee. Permanent alterations shall have prior approval of Trustees.

VII. Right of Entry

It is understood and agreed that at any time Trustees and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

VIII. Charges for Services Provided by the State

Lessee shall reimburse Trustees for expenditures incurred by Trustees as a result of activities of Lessee under the terms of this agreement. This reimbursement shall include but not be limited to utility costs, custodial services, maintenance cost, and supplies. Said reimbursement shall be computed on a simple but equitable basis. The Business Manager, with the approval of the campus President, shall determine and specify such costs and amount thereof, and reimbursement shall be made by Lessee within 30 days of the receipt of a notice of such determination.

IX. Care, Maintenance, and Repair

Care, maintenance, and repair of the leased property shall be provided as follows.

1. Care and Maintenance: Lessee agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.
2. Repairs: Lessee agrees to keep the leased premises in good repair.

X. Insurance

A. Lessee shall maintain in force during the term of this Agreement and all extensions thereof liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

** (Insert the amounts required by your specific Bond Resolution issued pursuant to the State College Revenue Bond Act of 1947. Fire and extended insurance will be obtained and maintained by the Chancellor's Office as long as the bonds are outstanding.)

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Campus. At the option of the Campus, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Campus, its trustees, officers, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Campus guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Campus, its trustees, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the Campus, its trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by the Campus, its

trustees, officers, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Campus.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best's rating of no less than A:VII.

G. Verification of Coverage

Lessee shall furnish the Campus with original certificates and amendatory endorsements effecting coverage required by this clause. 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. All certificates and endorsements are to be received and approved by the Campus before work commences. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

H. Subcontractors

Lessee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

XI. Indemnification

Lessee agrees to indemnify, defend, and save harmless the Trustees and the State of California 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 leased premises herein described by Lessee.

XII. Termination

This lease may be terminated upon any of the following occurrences:

1. Expiration of the lease term set forth in Section II.
2. Violation of Section IV or any other substantial provision of this lease.
3. Administrative necessity as set forth in Section I.
4. Cessation of operations of Lessee.

XIII. Holding Over

Should Lessee hold over after the expiration of the term hereof with the express or implied consent of Trustees, such holding over shall be on a month-to-month basis subject to the terms and conditions of this lease.

XIV. Restoration of Premises

Upon termination of this lease, Trustees shall have the option to require Lessee, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Lessee shall fail to do so within 90 days after Trustees option, Trustees may restore the property at the risk of the Lessee and all costs and expense of such removal or restoration shall be paid by Lessee upon demand of Trustees. Trustees shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

XV. Mortgages

Lessee shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of Trustees.

XVI. Amendments

This lease may not be amended, changed, modified, or altered without the written consent of Trustees.

XVII. Assignment or Sublease

This lease is not assignable by Lessee either in whole or in part, nor shall Lessee sublet the lease premises or any part thereof without written permission of Trustees.

XVIII. Notices

All notice 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, certified and postage prepaid and addressed as herein provided.

Notice to Lessee shall be addressed as follows:

(Insert Address)

Notice to Trustees shall be addressed to:

University Address

Attention:

IN WITNESS WHEREOF, this lease/agreement has been executed in quadruplicate by the parties hereto as of the date first above written.

Executed on _____, 20__.

(Lessee organization)

By _____

(title)

Executed on _____, 20__.

(campus president)

By _____

(title)