

**CALIFORNIA STATE UNIVERSITY
STANDARD LEASE FORM**

LEASE COVERING PREMISES LOCATED AT

TENANT AGENCY

Trustees of the California State University
(Campus) _____

Preamble

THIS LEASE, made and entered into this ** ____ day of ** _____ by and between

** _____
** _____

hereinafter called the Lessor, without distinction as to number or gender, and the Trustees of the California State University, hereinafter called CSU:

WITNESSETH

Description

1. The Lessor hereby leases unto the CSU and the CSU hereby hires from the Lessor those certain premises with the appurtenances situated in the City of ** _____, County of ** _____ State of California, and more particularly described as follows:

Approximately ** _____ usable square feet of **office space located at ** _____ as outlined on the attached Exhibit "A" Office Space Plan, together with Specifications marked Exhibit "B", said Exhibits "A" and "B", dated ** _____, being incorporated by reference into this lease, and unlimited use of the building's common facilities.

Term

2. The term of this lease shall commence on ** _____ and shall end on ** _____ with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The CSU may terminate this lease at any time effective on or after ** _____ by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective.

Rent

4. Rental shall be paid by the CSU in arrears on the last day of each month during said term as follows:

**

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. It is understood and agreed by and between the parties that, at the CSU's option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4

will automatically be adjusted to coincide with the actual occupancy date of the CSU into the subject facility, should the actual occupancy date be after the date shown in Paragraph 2. If the CSU exercises this option, it is agreed that the CSU will complete an amendment to the lease to reestablish the above mentioned dates.

Notices

5. All notices and correspondence herein provided 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 follows:

To the Lessor ** _____

and to the CSU:

** _____

Attention _____

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to:

[X] Lessor, and mailed to [] _____

above address.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to _____, and at Lessor's sole cost and expense, all required construction improvements and/or alterations, if any, will be completed and the leased premises made ready for CSU's occupancy in full compliance with Exhibit "A" consisting of _____ pages titled, " _____", dated _____ and in accordance with Exhibit "B", consisting of _____ pages titled, " _____", dated _____ which exhibits "A" and "B" are by this reference incorporated herein..

Notice of Completion

7. Lessor shall notify the CSU in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least ten (10) days prior thereto, and such notice shall be a condition precedent to the accrual of rental hereunder, except, however, that if the CSU occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of such occupancy.

Early Occupancy

8. Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified above in paragraph 6, CSU may elect to occupy the permission the earliest date practical after its receipt of the above required completion notice. The rent payable for any such early occupancy by the CSU shall be at the rate of \$ _____ per month, and shall be prorated on a daily basis for any partial month.

Time Limit and Prior Tenancy

9. No rental shall accrue under this lease, nor shall the CSU have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the CSU on or before _____, then and in that event the CSU may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations thereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the CSU, its agents or employees, or those claiming under agreement with or grant from the CSU, or by
- B. The acts of God which Lessor could not reasonably have foreseen or guarded against, or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor and which cannot be reasonably overcome, or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the leased premises by the CSU shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall after notice in writing from the CSU requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, CSU may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the CSU may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including CSU's service costs, if any, and deduct the amount thereof from the rent that may then or thereafter become due hereunder.

Asbestos

11. Lessor hereby warrants and guarantees that the space leased to the CSU, will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM described in Exhibit "B" as applicable. Lessor also agrees that, should the CSU elect to exercise its rights under Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility as described in the aforementioned Exhibit "B".

Parking

12. Lessor, at Lessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the California State University. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, CSU and its invitees shall have equal access to common spaces provided to all tenants on a first come - first served basis.

Services, Utilities and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the CSU, and also to the common building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which CSU will share with other tenants (if any):

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories (except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water).
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as need for CSU's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition, that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

CAMPUS: EDIT FOLLOWING AS APPROPRIATE

Daily:

- (1.) Empty and clean all trash containers and ash trays; dispose of all trash and rubbish.
- (2.) Clean and maintain in a sanitary and odor-free condition all floors, clean all mirrors, and clean all toilet bowls and urinals.
- (3.) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).

- (4.) Sweep or dust mop all hard surface floors; and carpet sweep all carpeted areas, including stairways and halls. (In offices with hard surface floors in the public lobby area, they shall be damp-mopped daily.)
- (5.) Remove finger marks and smudges from all glass doors and receptionist window.
- (6.) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

- (1.) Damp mop all hard surface floors.
- (2.) Dust all window blinds.
- (3.) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4.) Spot clean the walls.
- (5.) Sweep parking areas and sidewalks.

Quarterly:

- (1.) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2.) Treat carpets for static electricity control (if not built-in)

Semi-annually: Wash all windows, venetian blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1.) Steam clean carpets to remove all stains and spots.
- (2.) Clean drapes.

In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the CSU may furnish the same at its own cost; and, in addition to any other remedy the CSU may have, may deduct the amount thereof, including CSU's service costs, from the rent that may then be, or thereafter become, due and payable.

Repair and Maintenance

14. A. During the lease term, the Lessor shall maintain the leased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the CSU's use of the of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1.) Generally maintaining the leased premises in good, vermin free, operating condition and appearance.
- (2.) Furnishing prompt, good quality repair of the building, equipment and appurtenances.
- (3.) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, air conditioning and ventilating equipment and fixtures.
- (4.) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast's, starters, and filters for the heating, ventilating, and air conditioning equipment as required.
- (5.) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (6.) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
- (7.) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (8.) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- (9.) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
- (10.) Repairing and replacing floor covering as necessary. Lessor shall arrange for moving of furniture and equipment prior and subsequent to the repair or replacement of floor covering.
- (11.) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Lessor shall provide prompt repair or correction on any damage except damage arising from a willful or negligent act of the CSU's agents, employees or invitees.

C. In case Lessor, after notice in writing from the CSU requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the CSU's employees, property, or invitees, the CSU may terminate this lease without further obligation or perform such maintenance or make such repair at its own cost and, in addition to any other remedy the CSU might have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the CSU required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. In addition to any painting completed at the commencement of this lease, and touch-up painting required after initial move-in, and upon receipt of written request from the CSU, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces (interior exterior) of the leased premises in accordance with the attached exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed at the commencement of this lease, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the CSU. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting and provide dropcloths, etc. as necessary.

Alterations

16. The CSU shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon, or attached to, the leased premises under this lease or any extension thereof shall be and remain the property of the CSU and may be removed therefrom by the CSU prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures or signs in or upon the leased premises are desired by CSU and CSU elects not to perform the work, Lessor shall perform any such work when authorized in writing by the CSU, in accordance with plans and specifications, supplied by CSU. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Within forty-five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, CSU agrees to either reimburse Lessor by a single payment for the cost of such work; or, with Lessor's prior written approval, CSU will amortize the cost of the requested work over the remaining term of this lease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate will not exceed the Bank of America's prime rate plus 2 percent (2%) as of the date of the CSU's written authorization to proceed.

In the event CSU terminates this lease after the end of the firm term, but before the expiration date of the lease, CSU agrees to pay to Lessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of termination.

Assignment and Subletting

17. The CSU shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.

Quiet Possession

18. The Lessor agrees that the CSU, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

Inspection

19. The Lessor 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.

Destruction

20. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to CSU of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, CSU, in either such event, at its option, and in addition to maintaining occupancy, may terminate this lease or, upon notice to Lessor, may elect to undertake

the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and CSU.

In the event of any such destruction other than total, where the CSU has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating 10 percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than 10 percent (10%), the CSU shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and CSU.

In the event the CSU remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the CSU is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restores.

It is understood that the CSU or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the CSU's request, the Lessor shall immediately identify an appropriate route through the building to access CSU space. If the Lessor cannot identify an appropriate access route, it is agreed that the CSU may use any and all means of access at its discretion in order to get to its leased space.

Subrogation Waived

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the CSU from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

22. Lessor shall cause to be paid to each workman employed in the performance of the construction, maintenance, or service including janitorial, required by this lease whether employed directly by Lessor or otherwise, the rate of wages generally prevailing for such workman's skill or trade in the area in which the leased premises are located.

For those projects defined as "public works" pursuant to Labor Code Section 1720.2, the following shall apply:

A. Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with Section 1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue
San Francisco, California 94142

C. Lessor/contractor shall comply with the payroll record keeping and availability requirements of Section 1776 of the Labor Code

D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with Section 1773.8 of the Labor Code

E. Prior to commencement of work, Lessor/contractor shall contact the Division of Apprenticeship Standards and comply with Section 1777.5, Section 1777.6, and Section 1777.7 of the Labor Code and Title B, Section 20 et seq. of the Administrative Code

Fair Employment Practices

23. During the performance of this lease, the Lessor shall not deny benefits, harass or allow harassment, to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully, harass or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition marital status, age or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

M/W/DVBE Participation Requirements

24. Lessor hereby represents and certifies that it has fully complied with all Minority, Women, and Disabled Veteran Business Enterprise (M/W/DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code Section 10115 et seq., and further agrees that the CSU or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Lessor agrees to provide the CSU or its designee with any relevant information requested and shall permit the CSU or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Lessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

Upon completion of this lease, Lessor agrees to submit a final report identifying all M/W/DVBEs used in providing services or supplies to this lease. Efforts to include M/W/DVBEs in this contract do not end with the award of a lease, but continue for as long as the Lessor is purchasing materials and supplies and needs subcontractors.

Service Companies

25. Within fifteen (15) days after occupancy of the leased premises by the CSU, Lessor shall provide the CSU with the name, address and telephone number of an agency or person convenient to the CSU as a local source of service with regard to Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Lessor agrees that the rental provided under the terms of paragraph 4 hereof is based in part upon the costs of the services, utilities and supplies to be furnished by Lessor pursuant to paragraph 13 hereof and that should the CSU vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the CSU, all or part of such services, utilities or supplies for any reason are not used by the CSU, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities or supplies are not used by the CSU shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used

Holding Over

27. In the event the CSU remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization payment.

Surrender of Possession

28. Upon termination or expiration of this lease, the CSU will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which CSU has no control or for which Lessor is responsible pursuant to this lease. The CSU shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event CSU elects to remove any such improvements or fixture and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

Time of Essence, No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Changes

31. Prior to the execution of this lease, the following changes were made:

CAMPUS: CALL FOR EXPLANATION ON FOLLOWING SECTION

CPI Escalator Operating Expense

32. Beginning on July 1995 and each July 1 thereafter during the term of this lease, the CSU will automatically increase or decrease the monthly rent payable under this lease. The amount of the monthly rental adjustment shall be determined by multiplying \$ _____** (NORMALLY 19-34% OF BASE RENT) by the percentage which the Consumer's Price Index ** for the preceding April increased over or decreased under the same Index for the month of _____** which shall be the base period.

In the event the above mentioned Index is discontinued prior to the expiration of this lease, the CSU shall immediately request the Bureau of Labor Statistics of the U.S. Department of Labor to supply a formula for the conversion of the above mentioned Index to a similar Index then available; and, said formula shall thenceforth be the basis for computation.

** U.S. Bureau of Statistics, U.S. City Average, All Items Series A (1982-1984 = 100),
"Urban Wage Earners and Clerical Workers."

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

**

The California State University
(Campus Name)

LESSOR NAME

(Authorized Signature for Campus)
(Title)

(Authorized Signature)
(Title)

APPROVED

The California State University
Office of the Chancellor

Patricia L. Dayneko, Director
Contracts and Procurement
Business and Finance

csu master lease 3/94