

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Agreement No. _____
Name of Entity _____

LEASE BY STATE UNIVERSITY PRESIDENT for OUTSIDE ENTITY

AGREEMENT No. _____
(University Use Only)

This lease is made and entered into, on _____, pursuant to Education Code Section 89046 by and between the Trustees of the California State University, hereinafter called the "TRUSTEES", through the President of **San Jose State University (SJSU)**, hereinafter called the "UNIVERSITY" and the undersigned Entity,

_____ hereinafter called "LESSEE".

RECITALS:

WHEREAS, the President of the UNIVERSITY finds that the facility of the UNIVERSITY hereinafter described is not anticipated to be 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, University facility is intended for, and funded for, academic purposes, the general fund must be reimbursed for all direct and indirect costs associated with the non-academic use of all facilities, and

WHEREAS, LESSEE desires to temporarily occupy and utilize certain UNIVERSITY properties,`

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

SPECIAL PROVISIONS

Special provisions identifying types of use agreed upon for this lease and the respective costs and payment provisions are included herein and in the Schedule(s) of Rates.

GENERAL TERMS

1. The UNIVERSITY, for and in consideration of the agreements of the LESSEE hereinafter expressed, hereby leases to the LESSEE, and the LESSEE leases from the UNIVERSITY that facility of the UNIVERSITY described In the Special Provisions for the term therein specified.
2. The LESSEE agrees to pay as rental for the said facility 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.
3. University reserves the right to require a university staff member or faculty to supervise LESSEE activities. LESSEE will be informed of requirements once the information on the Special Conditions section is received, reviewed and approved.

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4. All property brought onto the premises by the LESSEE shall be at the sole risk of the LESSEE. The UNIVERSITY shall not be responsible for such property nor liable for any damages or injury to LESSEE, its agents or employees.
5. All University buildings are designated as a no-smoking/no-alcohol facility and LESSEE agrees to enforce such policy. Smoking outside of buildings is limited to thirty (30) feet away from all buildings.
6. In accordance with accepted standards for fire safety, LESSEE agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. LESSEE shall not obstruct any entries, passages, sidewalks, doors, passageways, and all openings or ways of access to public utilities of the premises.
7. The LESSEE shall use said facility only for the purpose specified in the Special Provisions section of this agreement.
8. The UNIVERSITY agrees to furnish all necessary utilities for the said facility, including heat, water, and also lights if the facility is specified to be provided "With Lights", except when such service cannot be supplied for causes beyond the control of the UNIVERSITY 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 UNIVERSITY if the failure or defect cannot be reasonably remedied in time for use by the LESSEE during the term hereof.
9. The LESSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon the said facility except for 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 facility prior to the termination of this Lease. The LESSEE, if required by the UNIVERSITY, shall, upon expiration of this Lease, or renewal thereof, restore said facility 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 by circumstances over which the LESSEE has no control, excepted.
10. University-owned furniture or apparatus may not be removed or displaced by LESSEE or any agent, employee, or invitee of the LESSEE without permission of the UNIVERSITY. The LESSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the UNIVERSITY immediately after any event or occasion for which the facility is used by LESSEE.
11. The LESSEE agrees that the facility shall not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or of this STATE by force or any other unlawful means.
12. The LESSEE agrees that the SJSU name, logo, or likeness will not be used in any publication, flyer web page, or on any form of media for the purpose of advertising the use of UNIVERSITY facilities

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for the use allowed under this lease or for any other PURPOSE, without the express written permission of the UNIVERSITY.

13. The LESSEE agrees to abide by all State laws, local ordinances, and rules of the TRUSTEES and of the UNIVERSITY.
14. It is understood and agreed that the UNIVERSITY and its agents shall have the right to enter the said facility or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the UNIVERSITY.
15. 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 facility.
16. The UNIVERSITY reserves the right to cancel any use of the facilities at any time if the foregoing provisions are not complied with or whenever it is determined that the use of the facility is improper or does not comply with the stated uses of the facilities or is not in the best interest of the UNIVERSITY.
17. The LESSEE understands that the facilities can be scheduled by UNIVERSITY departments and can potentially be needed during the time(s) that the LESSEE desires to use the facility. The term and use of the facilities may be modified by the UNIVERSITY by giving reasonable notice in those instances where a UNIVERSITY department requires the space for UNIVERSITY purposes.
18. 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 here in 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 shall be addressed to the Associate Vice President, Facilities Development and Operations, of the UNIVERSITY.
19. **THE LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE TRUSTEES, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LOSS, DAMAGE, OR LIABILITY THAT MAY BE SUFFERED OR INCURRED BY THE TRUSTEES, THEIR OFFICER, AGENTS AND EMPLOYEES, CAUSED BY, ARISING OUT OF, OR IN ANYWAY CONNECTED WITH THE USE BY THE LESSEE OF THE SAID FACILITY.**
20. The LESSEE agrees to carry insurance and provide a **certificate of insurance and endorsement** for use of said facility with the following requirements:
 - A. Minimal coverage:
 1. Bodily Injury Liability: \$1 Million combined general liability and \$2 Million Aggregate
 2. Facility Damage: \$50,000.

A higher limit and/or additional insurance may be required, depending on the use of the space, by

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the UNIVERSITY risk manager.

B. Provide for Acceptability of Insurers rating, AM Best – AVII.

C. Additional Insured:

A certificate of insurance and the Additional Insured Endorsement form that specifically names “The State of California, The Trustees of the California State University, San Jose State University, and their officers, employees, representatives, volunteers and agents” as additional insured entities will need to be on file with the UNIVERSITY Risk Manager before use of facilities will be allowed.

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

<p>APPROVED FOR SPONSORSHIP</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>	<p>DEAN OR VP SIGNATURE AUTHORIZING SPONSORSHIP</p> <p>_____</p> <p>Signature</p>
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THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Date: _____

SAN JOSE STATE UNIVERSITY

Recommended for approval:

Anton Kashiri, AVP
Facilities Development & Operations

Approved By:

UNIVERSITY OFFICIAL

VP – Administration & Finance

LESSEE / AUTHORIZED OFFICER

Name of Entity

Address

City, Zip Code

By: _____

Signature _____ Date _____

Print Name / Title _____ Phone _____

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SPECIAL PROVISIONS

PARTIES

The TRUSTEES, through the President of San Jose State University, known as The UNIVERSITY and _____, LESSEE / ENTITY

_____ A governmental agency.

_____ A nonprofit, charitable, educational, or character building organization.

_____ A group or individuals who will use the facility for educational or non-commercial use.

Others Specify _____

LESSEE:

(Describe the mission and purpose of the LESSEE / ENTITY and how it relates to the SJSU Academic Mission)

INTENDED USE:

(Describe the intended use of the facilities including the type of planned activities. Add additional page for detailed information.)

APPROXIMATE NUMBER AND AGE OF PERSONS USING THE FACILITIES

APPROXIMATE NUMBER AND AGE OF PERSONS OBSERVING THE ACTIVITIES

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LESSEE SUPERVISION:

(Contact information for persons supervising the activities at day of event)

(1) Name: _____ Cell Phone: _____
Print Name

E-Mail: _____

(2) Name: _____ Cell Phone: _____
Print Name

E-Mail: _____

Sponsoring Dean, Vice President or AUTHORIZED Administrator:

Signature: _____ Date: _____

E-Mail: _____

Print Name: _____ Phone: _____

INSURANCE REQUIREMENTS

University Guidelines:

- All events involving non-university entities leasing University space shall obtain proper insurance coverage from an **approved outside source** or from the University Risk and Compliance. (Contact persons below)
- *A higher limit and/or additional insurance may be required by University Risk and Compliance group, depending on the intended use of the facility.*
- *No authorization shall be released without the required proof of insurance coverage as mentioned under Article 20, A, B, C of the Lease of Facility by Presidential Authority.*

Education Code Section 89031:

- *Failure (upon notification) or refusal to obtain proper reservation of campus facilities is a misdemeanor pursuant to this provision.*

University Risk and Compliance Group:

- **MARK LOFTUS**
University Risk Manager
University Risk & Compliance
Phone: (408) 924-2159
E-Mail: Mark.Loftus@sjsu.edu
Or
Risk Analyst
Phone: (408) 924-2283

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FACILITY USE RATE:

(Rates shall be in accordance with approved Schedule(s) of Rates)

Facilities Cost:

LIGHTS: \$ _____
 Interior:
 Exterior:
 - (Other than normal exterior lighting)

HEATING/COOLING: \$ _____
(When available)

CUSTODIANS: \$ _____
 Cleanup
 Restrooms

GROUNDS: \$ _____
 Trash
 Recycling
 Irrigation:
 Shut off
 Other

OTHER Cost(s): \$ _____

Gymnasium Facility Cost: \$ _____
 SPX 44A
 SPX 44B
 SPX 79 (indoor pool)
 YUH 6

Gymnasium Department Cost

<i>Use of Department Owned Equipment</i> Yes _____ Type _____ No _____	<i>Technician Oversight (need (to be determined by Department)</i> Yes _____ No _____ Date/Hours Needed _____ Assigned Staff: _____ Contact #: _____
<i>Cost:</i>	<i>Cost:</i>

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TOTAL Facilities USE Cost: _____

SJSU Assembly Permission Required: Yes _____ No _____
Date Fire Marshall Approved Assembly : _____

APPROVED :

Anton Kashiri, FD&O Associate Vice President Date : _____

Vice President, Administration & Finance Date : _____

ACCEPTED FEE AND PAYMENT INFORMATION FOR PROPOSED FACILITY USE:

Requestor Date: _____

PAYMENT from Outside Entity:

Date of Payment: _____

Amount of Payment: _____

Make Check Payable to: SAN JOSE STATE UNIVERSITY
Notation: Facility Use Lease Authorization #: _____

Send Check to: State of CA Treasury Dept.
129 S. 10th Street
San Jose, CA 95192
United States