

**THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

Agreement No. \_\_\_\_\_  
Name of Entity \_\_\_\_\_

**LEASE BY STATE UNIVERSITY PRESIDENT**

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 outlined in **Exhibit A**.

**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 completed.

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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.
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. The UNIVERSITY agrees to furnish all janitorial services required for said facility
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 facility 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 for the use allowed under this lease or for any other PURPOSE, without the express written

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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 the UNIVERSITY risk manager.

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

C. Additional Insureds:

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.

**THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

Date: \_\_\_\_\_

**SAN JOSE STATE UNIVERSITY**

Recommended for approval:

\_\_\_\_\_  
**Betty Luna**, Director, Facility Operations  
Facilities Development & Operations

Approved By:

UNIVERSITY OFFICIAL

\_\_\_\_\_  
**Rose Lee**, VP – Administration & Finance

**LESSEE / AUTHORIZED OFFICER**

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Zip Code

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Phone