

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Agreement No. _____

Name of Entity _____

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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. In accordance to Presidential Directive 2014-01, San José State University is a smoke-free and tobacco-free campus effective August 1, 2015 and the LESSEE agrees to enforce such policy.
6. All University buildings are designated as a No-alcohol facility and LESSEE agrees to enforce such policy.
7. 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.
8. The LESSEE shall use said facility only for the purpose specified in the Special Provisions section of this agreement.
9. 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.
10. 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.
11. 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.
12. 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.

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13. 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 permission of the UNIVERSITY.
14. The LESSEE agrees to abide by all State laws, local ordinances, and rules of the TRUSTEES and of the UNIVERSITY.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. **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.**

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21. The LESSEE agrees to carry insurance and provide a **certificate of insurance and additional insured endorsement** for use of said facility with the following requirements:
- A. Minimal coverage:
GENERAL LIABILITY with a combined single limit of \$1 Million per occurrence and \$2 Million Aggregate.
For those working with minors Sexual Abuse and Molestation coverage must be provided.
A higher limit and/or additional insurance may be required, depending on the use of the space, by the UNIVERSITY Risk Manager.
 - B. **AUTOMOBILE LIABILITY:** A minimum coverage of \$1,000,000 per occurrence is required
 - C. **WORKER'S COMPENSATION:** A minimum coverage amount set by Federal law (currently set at \$1,000,000 per occurrence).
 - D. Provide for Acceptability of Insurers rating, AM Best – A-VII.
 - E. Proof of Coverage:
A Certificate of Insurance and an Additional Insured Endorsement 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.

The Certificate Holder field at the bottom of the COI page must be completed indicating that San Jose State University has been added as an additionally insured. This section should read:

‘The State of California, their employees, officers and agents, Trustees of the California State University their employees, officers and agents, and San Jose State University, their employees, officers and agents are added as additionally insured.’

ADDITIONAL INSURED ENDORSEMENT: An endorsement changes the insurance policy to add SJSU. This document is on a separate page from the insurance certificate.

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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:

Sr. AVP
Facilities Development & Operations

LESSEE / AUTHORIZED OFFICER

Name of Entity

Address

City, Zip Code

By:

Signature Date

Print Name / Title Phone

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: _____

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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:

REQUESTED DATE/TERM / PERIOD:

Date: _____ Day of Week _____ Time: (From) _____ (To) _____

Date: _____ Day of Week _____ Time: (From) _____ (To) _____

Date: _____ Day of Week _____ Time: (From) _____ (To) _____

Date: _____ Day of Week _____ Time: (From) _____ (To) _____

Date: _____ Day of Week _____ Time: (From) _____ (To) _____

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FACILITY Requested: (Include building names, rooms and outside areas being requested, including State owned fixtures/equipment.)

UNIVERSITY RESTROOM (Port-a-Toilets permissible at South Campus and for large events, i.e. Blues Festival must be pumped and cleaned daily and removed immediately at end of event):

EXTERIOR DOORS UNLOCKED: (Times/Dates)

Buildings Requested:

The unlocking of all interior doors of all rooms not scheduled by Academic Scheduling need to be coordinated with the individual departments by the requestor.

FOOD/DRINK: YES (Contact Spartan Shops) NO

No food or drink is permitted in SJSU Lecture Rooms, Auditoriums, Gymnasiums, and Indoor Swimming Pools. A separate permit is required for all food/drinks brought on Campus from Spartan Shops. An approved copy of this request should be submitted with the application.

UNIVERSITY POLICE: (required for assemblies over 300 and if there are fees collected at the door for admission): submit information with application. UPD will have a separate charge for security services. Parking and/or special rates may be obtained from Traffic and Parking Operations. Link: <https://www.sjsu.edu/police/forms-requests/events-on-off-campus/index.php>

ELECTRICAL NEEDS: (other than normal interior and exterior lighting, i.e. Stadium, stage, spotlight, exterior power)

PARTICIPANT/ADMISSION FEE: (will one be charged) Yes No

If yes: Purpose: Amount:

% Total expected attendance to be comprised of current SJSU students, faculty and staff.

FILMING OR PHOTOGRAPHY: any event that involves these functions must be approved in advance by Public affairs and this approval needs to be included with this request.

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LESSEE SUPERVISION:

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

(1) Name: _____
Print Name

Cell Phone: _____

E-Mail: _____

(2) Name: _____
Print Name

Cell Phone: _____

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 Risk Management. (Contact person 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 Management:

- *Karen Vogler
Associate University Risk
Manager Phone: (408) 924-2159
E-Mail: karen.vogler@sjsu.edu*

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FACILITY USE RATE:

This page to be completed by Facilities Development & Operations only

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

UTILITIES: \$ _____

Lights:

Interior

Exterior

(Other than normal exterior lighting)

Heating/Cooling (When available):

CUSTODIANS: \$ _____

Restrooms

Cleanup

GROUNDS: \$ _____

Trash/Recycling

Irrigation:

Shut off/other

Facility/Space Cost(s): \$ _____

Gymnasium Facility Cost: \$ _____

SPX 107A and/or SPX107B

YUH 6

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

TOTAL Facilities USE Cost: _____

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SJSU Assembly Permission Required: Yes _____ No _____

Date Fire Marshall Approved Assembly : _____

APPROVED :

Date : _____

Sr. AVP
Facilities Development and Operations

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: San Jose State University
129 S. 10th Street
San Jose, CA 95192-0010 United
States