

**MODEL LEASE
BY CAMPUS PRESIDENT**

This lease made and entered into pursuant to Education Code 89046 by and between the Trustees of California State University, hereinafter called the TRUSTEES, through the President of the hereinafter mentioned State University, hereinafter called the CAMPUS, and the undersigned lessee, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the President of the CAMPUS finds that the property of the CAMPUS hereinafter described is not needed for CAMPUS purposes at the time or times covered by this lease and that this lease will not interfere with the requirements of the CAMPUS; and

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

SPECIAL PROVISIONS

Date: _____

PARTIES:

The TRUSTEES, through the President of _____, Lessor
_____, Lessee

- A governmental agency
- A nonprofit, charitable, education, or character-building organization
- A group or individual who will use the facility for education or non-commercial uses

PROPERTY (Descriptive name of premises---specify also State-owned fixtures or equipment included.)

- With lights Without lights

TERM (fill in one) ___ events ___ hours ___ days ___ nights ___ months

DATES OF TERM from _____ to _____ inclusive (or) on (specify dates)

RENTAL RATE

plus (Lights) \$ _____
special (Cleanup) \$ _____
\$ ___ per (indicate event or unit of time) ___ charges (Janitor) \$ _____
for: (Security) \$ _____
(Other) \$ _____

TOTAL RENTAL \$ _____ DATE OR DATES FOR PAYMENT _____

PURPOSE FOR WHICH PROPERTY WILL BE USED _____

ALTERATIONS PERMITTED _____

GENERAL TERMS

1. The TRUSTEES, for and in consideration of the agreements of the LESSEE hereinafter expressed, hereby lease to the LESSEE, and the LESSEE leases from the TRUSTEES, that property of the CAMPUS described in the Special Provisions for the term therein specified.
2. The LESSEE agrees to pay as rental for the said property 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. The LESSEE shall use the said property only for the purposes specified in the Special Provisions.
4. The TRUSTEES agree to furnish all necessary utilities for the said property, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the TRUSTEES 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 TRUSTEES, if the failure or defect cannot reasonably be remedied in time for use by the LESSEE during the term hereof. The TRUSTEES agree to furnish all janitorial services required for said property.
5. The LESSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon the said property except 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 property prior to the termination of this lease. The LESSEE, if required by the TRUSTEES, shall, upon the expiration of this lease, or renewal thereof, restore said property 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 had no control excepted.
6. CAMPUS-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 TRUSTEES. The LESSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the TRUSTEES immediately after any event or occasion for which the property is used by LESSEE.
7. The LESSEE shall not violate nor suffer to be violated any federal or State law, local ordinance, or rule of the TRUSTEES or of the CAMPUS.

8. It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said property 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 TRUSTEES.
9. 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 officers, agents, and employees, caused by, arising out of, or in any way connected with the use by the LESSEE of the said property.
10. 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 property.
11. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party of this lease.
12. Possessory Interest. The (name of appropriate county here) County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."
13. 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 President of the CAMPUS at the address set forth beneath his signature on the signature page here of.

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

STATE OF CALIFORNIA

DATED _____, 20__

By _____
President of the above-named campus

RECOMMENDED FOR APPROVAL

Address of such President

Business Manager of the above-named campus

Lessee

By _____
(Title)

(Title)

(Title)

Address of Lessee