

ASSOCIATED STUDENTS INCORPORATED SUBLEASE

This SUBLEASE is made and entered into this 21st day of March, 2011, between, Associated Students of California State University Channel Islands, Inc. hereinafter called "Auxiliary," and, the California State University Channel Islands, hereinafter called "Lessee."

WHEREAS, Auxiliary entered into a Lease (Master Lease) on December 17, 2009 with the Trustees of The California State University, herein after called "State", a copy of which is attached hereto as Exhibit A, and

WHEREAS, in said Lease State authorizes the President of California State University Channel Islands to approve a sublease for any portion of the leased premises, and

WHEREAS, the President of California State University Channel Islands acknowledges his/her approval of this SUBLEASE by signing this SUBLEASE, and

WHEREAS, the continuance of the term of this sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, Auxiliary and Lessee hereby agree as follows:

1. Auxiliary hereby subleases to Lessee the following property:

Room numbers: 2037, 2038 and 2040 totaling five hundred and twenty four (524) square feet of building space located on the second floor of the West block of the Student Union complex for use by the Student Engagement and Applied Leadership (SEAL) center program.

2. This lease shall take effective upon signing and shall terminate on June 30, 2013, unless sooner terminated as herein provided.
3. Lessee agrees to pay to Auxiliary rent in the amount of Eight Thousand Twenty Five & 00/00 dollars (\$8,025.00) annually.
4. Auxiliary agrees to provide basic custodial services at no cost to Lessee.
5. Lessee shall not assign or sublet this sublease.
6. Auxiliary 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.

7. This agreement is made upon the express condition that Auxiliary, the Trustees of the California State University and their officers, agents, and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging including Lessee, from any cause or causes whatsoever in any way arising out of Lessee's business activity or use of the premises under this sublease or any extension hereof. Lessee agrees to indemnify and hold harmless Auxiliary and Trustees of the California State University and their officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the premises herein described by Lessee.
8. Lessee agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of Auxiliary.
9. Lessee shall not violate nor allow to be violated any Federal, State, or local law, or rule of the Trustees or of the campus.
10. Should Lessee occupy the premises after the date of expiration of this sublease, such holding over shall be on a month-to-month basis subject to the terms and conditions of this Sublease.
11. Lessee agrees to comply with all the terms of the Agreement and Lease insofar as they are applicable to Lessee.
12. Upon termination or expiration of this Sublease, Auxiliary shall have the option to require Lessee, at its own expense and risk, to restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease.
13. This lease may not be amended, changed, modified, or altered without the written consent of Auxiliary, the Lessee, and the campus President.
14. Lessee recognizes that its use may coincide with other uses of Auxiliary property, and agrees that it will so organize its use and activities as to cause as little disruption as possible to such uses of the Auxiliary buildings and equipment.
15. Lessee shall exercise care in the use of Auxiliary facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this lease.
16. Lessee shall maintain all necessary Worker's Compensation Insurance, as required by reason of employment of personnel, and Unemployment Insurance. Lessee shall also maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not be limited to, bodily injury, property damage, and umbrella clause.

17. This Lease may be terminated upon any of the following occurrences:
- a. By either party upon giving thirty (30) days written notice to the other party.
 - b. Upon expiration of the lease term as set forth in section 2.
 - c. Upon breach of any substantial provision of this sublease.
 - d. Upon termination of the Agreement and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives the Trustees the right to terminate the Agreement and Lease under the terms of that document.

IN WITNESS HEREOF, the parties hereto execute this agreement on the above date.

ASSOCIATED STUDENTS INC.

By: GETA
Genevieve Evans Taylor
Executive Director

CALIFORNIA STATE UNIVERSITY

By: Joanne Coville
Joanne Coville
Vice President of
Finance & Administration

APPROVED:

By: Richard Rush
Richard Rush
President

