LEASE AGREEMENT

SMITTCAMP ALUMNI HOUSE through CALIFORNIA STATE UNIVERSITY, FRESNO

This Lease Agreement 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 California State University, Fresno, hereinafter called the UNIVERSITY, and the undersigned LESSEE, hereinafter called the LESSEE.

WITNESSETH:

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

WHEREAS, LESSEE is subject to, and agrees to conditions of the Lease Agreement outlined in the following General Terms,

Special Provisions and Application for Use:

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 UNIVERSITY 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 Agreement 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.

5. The TRUSTEES agree to furnish all janitorial services required for said property.

6. 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 Agreement. The LESSEE, if required by the TRUSTEES, shall, upon the expiration of this Lease Agreement, or renewal thereof, restore said property to the same condition as that existing at the time of entering upon the same under this Lease Agreement, reasonable wear and tear and damages by the elements or by circumstances over which the LESSEE had no control excepted.

7. The 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 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.

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 Agreement is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet any part of the said property.

11. 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 UNIVERSITY.

12. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party of this Lease Agreement.

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 herein provided. Notice to the LESSEE shall be addressed to the LESSEE at LESSEE's address set forth below. Notice to the TRUSTEES and the UNIVERSITY shall be addressed to the SMITTCAMP ALUMNI HOUSE Manager at the address set forth below.

LESSEE must complete the Application for Use form and agree to the provisions cited herein, and made part of this Lease Agreement as set forth in the attached Special Provisions and the pricing set forth in the Reservation Confirmation. LESSEE shall comply with all deadlines set forth in the Applications for use. Failure to comply with these deadlines will result in cancellation of the event and forfeiture of deposit.

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

CALIFORNIA STATE UNIVERSITY, FRESNO

DATED ____________________________ By ____________________________

Pamela Dyer, Manager

SMITTCAMP ALUMNI HOUSE

I understand the terms, conditions and special provisions in this Lease Agreement and the Application for Use and will abide by the terms and conditions contained herein and any policies and procedures outlined by the UNIVERSITY and the State of California. Any violation of these terms, conditions, policies and procedures shall be sufficient cause for cancellation and/or limitation of the event and forfeiture of deposit.

LESSEE

DATED ____________________________ By ____________________________

Signature

Printed Name

Company/Organization

Address

City, State, Zip

Phone Number

Email
ATTACHMENT TO LEASE AGREEMENT:

SPECIAL PROVISIONS

IMPORTANT NOTE: All LESSEES for space should keep this policy document, as it will become part of the Lease Agreement if and when executed.

1. POLICIES AND PROCEDURES

Introduction The SMITTCAMP ALUMNI HOUSE facility was provided through private donations to house the offices of the Fresno State Alumni Association and for the primary use of the UNIVERSITY to engage with alumni and the community. All functions held in the facility must comply with the SMITTCAMP ALUMNI HOUSE Policies and Procedures. Requests for use should also meet the following criteria:

a. PROCEDURE FOR USE AND RENTAL: The attached Application for Use will be completed and forwarded to the SMITTCAMP ALUMNI HOUSE Manager for approval.

b. APPROPRIATENESS: All activities must be acceptable and in compliance with the laws of the State of California; California State University, Fresno (the UNIVERSITY); the City and County of Fresno; the United States and all governmental units. The SMITTCAMP ALUMNI HOUSE Manager will use his or her good judgment to ensure that all programs are conducted within the moral and legal standards of the UNIVERSITY, and the SMITTCAMP ALUMNI HOUSE. In addition, appropriate dress codes will be maintained.

c. EXPLOITATION AVOIDANCE: The SMITTCAMP ALUMNI HOUSE Manager will ensure that no individual uses the facilities for his or her own personal gain or commercial activities, which are in conflict with these Policies and Procedures.

d. SMOKE FREE ENVIRONMENT: Please refrain from smoking anywhere in the SMITTCAMP ALUMNI HOUSE. Smoking is not permitted anywhere in the SMITTCAMP ALUMNI HOUSE facility, including the courtyard and lawn.

e. PARKING: In the event parking permits are issued, it is the responsibility of LESSEE to distribute them to attendees.

f. APPROVED VENDORS: LESSEE agrees that only decorators, caterers, event coordinators and contractors approved by the SMITTCAMP ALUMNI HOUSE shall be employed.

g. VACATING PREMISES: In the event that the LESSEE fails to vacate the premises in accordance with the Lease Agreement, LESSEE agrees that the UNIVERSITY and the SMITTCAMP ALUMNI HOUSE is hereby authorized to move any property, including rental equipment, at the expense of the LESSEE. The UNIVERSITY and the SMITTCAMP ALUMNI HOUSE shall not be liable for any damages or loss to said property either by failure to vacate premises or by reason of such removal or the place to which it may be removed.

h. For such additional period BEYOND the term of this Lease Agreement as any effects of LESSEE remain in the building, the SMITTCAMP ALUMNI HOUSE shall be entitled to charge the ROOM RATE PER DAY as provided in this Lease Agreement as payment to be made for the time for move-in and move-out.

i. APPEALS: Appeals relative to the use of the SMITTCAMPALUMNI HOUSE can be made to the FRESNO STATE ALUMNI ASSOCIATION. Consistent with the State and the UNIVERSITY policies, in all disputes and appeals relative to the SMITTCAMP ALUMNI HOUSE and its policies, the Executive Director’s decision shall be the final authority.

j. DAMAGES: Persons and/or organizations using the SMITTCAMP ALUMNI HOUSE facilities are responsible for damages and breakage of facilities and equipment. In some instances the user must provide and pay for security guards. The SMITTCAMP ALUMNI HOUSE prohibits the taping or tacking of any and all flyers, banners or announcement on any wall, pillars, doors, windows or railings.

k. RENTAL RATE: Room Rental Prices as set forth in the Application for Use reflect current rates and may be changed at any time.

l. The Certificate of Insurance and additional insured endorsement must be received by the SMITTCAMP ALUMNI HOUSE no later than one week prior to the event. To ensure timely accommodation of your conference needs, please include the above items with your Application for Use to the SMITTCAMP ALUMNI HOUSE at least two (2) weeks prior to your scheduled event. We will not be able to accommodate any group without the above insurance items.
The following must be included in the Certificate of Insurance:

i. **LIABILITY COVERAGE:** comprehensive or commercial form minimum limits; Each Occurrence $1,000,000; General Aggregate $2,000,000. Higher limits may be required due to the nature of the event or the number of people in attendance. Coverage must be placed with a company of A.M. Best rating A-VII or higher. A Certificate of Insurance must be provided showing specific information as to the date and event for which the certificate is being issued.

ii. The certificate must be accompanied by a separate Endorsement naming the California State University, Fresno; the California State University Fresno Foundation, Inc.; the California State University Fresno Association, Inc.; the California State University Fresno Athletic Corporation, Inc.; the Board of Trustees of the California State University; the State of California; and their employees, officers, agents, and assigns as additional insured for the duration and purpose of the event(s) being held.

iii. **EMPLOYER LIABILITY:** (commercial entities) $1,000,000.

iv. **WORKER'S COMPENSATION:** If applicable (you will be using your own or other non-state employees at the event), provide proof of coverage to statutory limits. May use same certificate form as above.

v. Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any insurance coverage.

vi. The certificate should contain a description of the activity or project for which the certificate is being issued. Insurance requirements are made pursuant to the California State University Office of the Chancellor Executive Order No. 743 (May 5, 2000). Inquiries should be directed to the University Risk Manager at (559) 278-6910.

### 2. CARE OF THE FACILITY

a. **CARE OF THE FACILITY:** LESSEE shall keep said premises clean and generally cared for during the term of the contract, except for normal cleaning services as provided for by regular custodial force employed by California State University Fresno. If the UNIVERSITY or the SMITTCAMP ALUMNI HOUSE determines that the LESSEE use of the premises has required additional cleaning, LESSEE shall be responsible for a $150 cleaning fee. If the UNIVERSITY or the SMITTCAMP ALUMNI HOUSE determines that the LESSEE use of the premises has required additional cleaning, LESSEE shall be responsible for a $150 cleaning fee.

b. **DEFACEMENT OF BUILDING:** The LESSEE shall not injure or in any manner deface the premises and shall not cause or allow the premises to be defaced. Nor will the LESSEE drive or allow to be driven any nail, hook, tack, or screw into any part of the building. LESSEE may not affix anything to surface in the SMITTCAMP ALUMNI HOUSE. For the purpose of displaying presentation boards, LESSEE may use easels provided by the SMITTCAMP ALUMNI HOUSE.

c. **LITTERING:** There will be no throwing of rice, birdseed, confetti, glitter, or any other such materials.

d. **REIMBURSEMENT FOR DAMAGES:** If during the term of this Lease Agreement, the premises or any portion of the grounds are damaged by the act, default or negligence of the LESSEE or its agents, employees, patrons, or any other person or persons admitted to the premises by the LESSEE, the LESSEE shall pay to the SMITTCAMP ALUMNI HOUSE such as shall be necessary to restore the premises to their original condition. The LESSEE hereby assumes full responsibility for the acts and conduct of all persons admitted to the building or any portion of said building or grounds during the period of the agreement, with the knowledge or consent of the LESSEE or its agents or employees or any person acting on behalf of a LESSEE.

e. **RESPONSIBILITY FOR PROPERTY IN BUILDING:** California State University Fresno and the SMITTCAMP ALUMNI HOUSE assume no responsibility whatever for any property placed in said building, and the UNIVERSITY their officers, agents, and employees are hereby expressly relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy of said building, grounds, or any thereof under this permit.

f. **LOST ARTICLES:** The UNIVERSITY and the SMITTCAMP ALUMNI HOUSE assume no responsibility for property left in the building by persons attending any performance, exhibition, meeting, or event given or held in the SMITTCAMP ALUMNI HOUSE.

g. **SUPERVISION OF CHILDREN:** The UNIVERSITY and the SMITTCAMP ALUMNI HOUSE assume no responsibility for the supervision of children at ANY time in which the facility is in use. Therefore, any NON-University persons under 18 years of age MUST be accompanied by an adult at ALL TIMES while occupying the facility. Lack of children supervision MAY constitute removal from facility and will be dealt with on a case-by-case basis.
3. RESTRICTIONS, LIMITATIONS ON USE OF UNIVERSITY FACILITIES

a. UNIVERSITY facilities may not be used in any manner to involve the University as endorsing an ethic, political, sectarian, or religious position.
b. UNIVERSITY facilities are not available to organizations whose activities discriminate on the basis of race, religion, national origin, ancestry, age, disability, or sexual orientation.
c. UNIVERSITY facilities will not be made available for advocacy directed to inciting or producing imminent lawless action and which is likely to incite or produce such action.
d. Outside political organizations wishing to hold meetings for the purpose of promoting the programs or campaigns of partisan and recognized candidates may be allowed the use of the UNIVERSITY facilities. However, the UNIVERSITY values a balance of opinions and will make its facilities available for other viewpoints to be presented.
e. Advertising, final contracts, and other irreversible pledges must not begin until after the contract for use of the UNIVERSITY facilities has been negotiated and finalized by all parties.
f. Any violation of UNIVERSITY regulations, including this policy, shall be sufficient cause for cancellation and/or limitation of the scheduled program.
g. In providing space to LESSEE, the UNIVERSITY does not relinquish the rights to control the management of the buildings or to enforce all necessary and proper rules for management and operations of its facilities and the UNIVERSITY reserves the absolute right of its officers, agents and employees to enter all the premises, at any time, and on any occasion.
h. Misrepresentation, deceit or purposely-misleading information is the basis for denial/revocation of event.

4. FIRE, SAFETY AND SECURITY

a. OBSERVANCE of LAW: All agents and employees connected with the LESSEE use of the building shall abide by, conform to, and comply with all laws of the United States and the State of California, all the UNIVERSITY rules and ordinances of the City of Fresno, and the policies of the SMITTCAMP ALUMNI HOUSE for the governance and management of the SMITTCAMP ALUMNI HOUSE together with all rules and regulations of the State of California. If LESSEE attention is called to any violation by LESSEE, LESSEE shall immediately stop such violation and take necessary steps to prevent further violations.
b. SEATING CAPACITY: LESSEE shall not admit to said premises a larger number of persons then can safely and freely move about in said areas, and the decision of the Manager of the SMITTCAMP ALUMNI HOUSE in this respect shall be final. LESSEE will permit no chairs or moveable seats to remain in any passageway and will keep all passageways clear at all times; no portion of the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets, or ways of access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for ingress to and egress from the SMITTCAMP ALUMNI HOUSE.
c. SECURITY: All police services desired by LESSEE shall be arranged for by special agreement with the UNIVERSITY and/or the SMITTCAMP ALUMNI HOUSE and shall be paid for by the LESSEE. The SMITTCAMP ALUMNI HOUSE Manager, University Police Chief or designee reserves the right to require the hiring of additional security for events. LESSEE is responsible for all costs.
d. ELECTRICITY: Electrical connections may be made only upon prior approval of the SMITTCAMP ALUMNI HOUSE Manager. All LESSEES electrical equipment shall be properly wired and shall comply with all City and State laws, rules, and regulations.
e. ANIMALS, BICYCLES, SKATES, and SKATEBOARDS AND ROLLERBLADES: Animals are not permitted in UNIVERSITY owned buildings except for guide dogs for the blind and companion dogs for the deaf. Bicycles shall be parked only in designated areas in racks provided. Bicycles shall not be brought into buildings. The use or wear of skateboards and skates in UNIVERSITY buildings is prohibited.
f. BUILDING ACCESS: Rental of any or all of the facility does not include access to any office, storage room, or employee lounge. All room set-ups, showing table layouts, risers, food services areas, etc., must be approved in advance by the Manager.
g. PERSONAL PROPERTY: LESSEES, event attendees and other users are responsible, at all times, for their personal property, the UNIVERSITY and the SMITTCAMP ALUMNI HOUSE shall not be held liable for theft or loss of personal property.
5. CATERING AND ALCOHOL SERVICES

a. The SMITTCAMP ALUMNI HOUSE allows the use of University Food Services ONLY.

b. The SMITTCAMP ALUMNI HOUSE features a catering prep kitchen only. For liability and safety reasons, kitchen access is restricted to catering staff, delivery persons or employees of the SMITTCAMPALUMNI HOUSE. This policy is enforced at all times.

c. No food may be cooked, flame-broiled, etc., in any portion of the building or in the courtyard.

d. ALCOHOL SERVICE: Beer and wine service is allowed on a permit basis at the SMITTCAMP ALUMNI HOUSE. RENTER must submit an "Application for Use of Alcoholic Beverages on Campus" obtained from the Alcoholic Beverage Control Department and application must be approved by the University Police Chief no later than two weeks prior to the scheduled event. Proof of a State of California liquor license or day permit and a $1,000,000 liquor liability insurance policy naming California State University, Fresno as additional insured must be furnished at the time the application is submitted. Please contact the Department of Risk Management (559) 278-7422 to process your "Application for Use of Alcoholic Beverages on Campus."

   i. It is the responsibility of the licensed alcohol server to curtail service of alcoholic beverages when necessary. The SMITTCAMP ALUMNI HOUSE staff may curtail service of alcoholic beverages to anyone on the premises at any time.

   ii. Placement of bars is subject to review and approval by the SMITTCAMP ALUMNI HOUSE Manager.

   iii. Caterer/alcohol server may be required to provide additional floor coverings in front or under the bars to prevent damage to the carpeting in the event of spillage.

e. LESSEE should understand that no food or alcohol shall be consumed within the SMITTCAMP ALUMNI HOUSE that is not provided by University Food Services. As the caterer is responsible for the control of alcohol consumption, said alcohol may only be consumed in the room(s) rented by the client for the event.

6. RESERVATIONS, CANCELLATIONS AND PAYMENTS

a. Reservations made within one calendar year of the event will be accepted. A deposit of 25% of the total room rate will be due upon execution of the Lease Agreement.

   i. If the event date is within 30 days, tentative bookings will not be accepted. Payment of the total room rate is due in full at the time of booking.

   ii. Should any LESSEE fail to pay in a timely manner, the UNIVERSITY shall be entitled to any reasonable costs of collection including attorney fees and costs.

b. NON-EXCLUSIVE USE: Unless otherwise specified in writing, the SMITTCAMP ALUMNI HOUSE has the right to schedule other events within the facility during the same period without prior notice to the LESSEE.

c. Groups of 100 or more guests are required to rent the entire facility due to the impact on all areas of the SMITTCAMP ALUMNI HOUSE.

d. CANCELLATION POLICY: Should LESSEE cancel their event, LESSEE agrees to pay pro-rated cancellation fees based on the total room rental fee as follows:

   i. Cancellations made less than 90 days prior to the first date of use as indicated on the Lease Agreement will forfeit 25% deposit.

   ii. In addition, LESSEE further agrees to pay all expenses incurred by the UNIVERSITY in preparation for the rental prior to the date of cancellation.

e. The SMITTCAMP ALUMNI HOUSE is a State of California facility. Credit card payments and checks made payable to "California State University, Fresno" or "Fresno State" will be accepted.