

GENERAL TERMS AND CONDITIONS

1. The Trustees of the California State University and Colleges, hereinafter called 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 State University, hereinafter called 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 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 this lease, reasonable wear and tear and damages by the elements or by circumstances over which the LESSEE had no control excepted.
6. 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.
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 UNIVERSITY.
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. LESSEE shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, the Humboldt State University and the officers, employees, volunteers and agents of each of them from and against any and all injury, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by the LESSEE of 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. However, if in the best interests of the UNIVERSITY it becomes necessary to cancel, the UNIVERSITY reserves the right to do so at any time.
12. 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 Contracts, Procurement and Risk Management, Attention: Director, at 1 Harpst Street, Arcata, CA 95521-8299.
13. The LESSEE will be required to provide liability insurance in the amount stated on the attached Exhibit B – Insurance Requirements.
14. The Humboldt 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.
15. Additional fees may apply in the event of damage to property, or if additional clean up, equipment or personnel is required.
16. Leases in excess of \$2,500 will require a \$500 deposit paid in advance. If the lease is cancelled with less than ten days notice, this deposit will not be refunded.

February 11, 2013