

**UNIVERSITY STUDENT UNION SUB-LEASE TO
CALIFORNIA STATE UNIVERSITY, STANISLAUS ASSOCIATED STUDENTS, INC.**

THIS SUB-LEASE, made and entered into this **1st day of July 2015**, by and between **California State University, Stanislaus University Student Union**, hereinafter called (USU), by and between the **California State University, Stanislaus Associated Students, Inc.**, hereinafter called ASI.

WITNESSETH:

The parties hereto mutually agree as follows:

- 1) USU hereby sub-leases unto ASI and ASI hereby hires from USU those certain premises currently leased by the USU from the Trustees of California State University situated on the California State University, Stanislaus campus in the **City of Turlock, County of Stanislaus**, State of California, per Exhibit A and described as follows:

4,645 square feet of space further defined on attached Exhibit A

- 2) TO HAVE AND HOLD, said sub-leased premises, together with appurtenances, rights, privileges, and easements thereunto belonging or appertaining unto ASI, for a term commencing on the **1st day of July 2015**, and terminating on the **30th day of June 2017**, with such rights of termination as are hereinafter set forth, with rental payable by ASI in arrears as follows:

Rental Rate: \$0.65 /sq. ft.

Rental Amount: Three Thousand nineteen & Twenty Five Cents

\$ 3,019.25 per month

- 3) ASI agrees to pay the aforesaid fees to USU at the address specified in paragraph 4, or to such other address as the USU may designate by a notice in writing, upon the submission by USU of invoices at least 15 days prior to the due date, to the:

**California State University, Stanislaus
Associated Students, Inc.
One University Circle
Turlock CA 95382**

- 4) All notices herein provided 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 certified and postage prepaid, and addressed as follows. To the USU at:

**California State University, Stanislaus
University Student Union
One University Circle
Turlock CA 95382**

and to ASI at the address indicated in paragraph 3. Nothing herein contained shall preclude the giving of any such written notice by personal service.

- 5) Either party may terminate this sub-lease by giving to the other written notice at least thirty (30) days prior to the date when such termination shall become effective.
- 6) USU shall furnish to ASI, during the sub-lease term, at USU's sole cost, the following services and utilities:

A. All utilities except telephone.

- 7) During the sub-lease term, USU shall maintain the sub-leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damage arising from the negligence of ASI's officers agents, invitees or employees.
- 8) USU reserves the right to enter and inspect the sub-leased premises, at reasonable times, and to make any necessary repairs to the premises.
- 9) USU agrees that ASI, keeping and performing the covenants and agreements herein contained on the part of ASI to be kept and performed, shall at all times during the existence of this sub-lease peaceably and quietly have, hold and enjoy the sub-leased premises, without suit, trouble or hindrance from USU, or any person claiming under USU.
- 10) In the event the sub-leased premises or any essential part thereof shall be destroyed by fire or casualty, this sub-lease shall, in the case of total destruction of the sub-leased premises, immediately terminate and, in case of partial destruction or damage, shall terminate at the option of ASI upon giving notice in writing to the USU within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the USU after such termination. In the event of any such destruction where the ASI remains in possession of said premises, the rental as herein provided shall be reduced by the same ratio as the floor space ASI is thus precluded from occupying bears to the total floor space of the sub-leased premises.
- 11) Rental payable hereunder for any period of time less than that for which periodic rental herein was calculated shall be prorated for the applicable period.
- 12) To the extent authorized by any fire and extended coverage insurance, issued to USU on the herein demised premises, USU releases ASI from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.
13. This sub-lease is subject to the provisions of the California Fair Employment Practices Act (Section 1410, et seq., Labor Code) and in its performance USU will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, physical handicap*, or national origin. The USU will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, physical handicap*, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The USU will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, and any other agency of the State of California designated by the Department of General Services, for the purposes of investigation to ascertain compliance with this section.

The ASI may determine a willful violation of the fair employment practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which USU was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the USU has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

In the event of willful violation of the foregoing provision in the performance of this sub-lease, and if USU within thirty (30) days after receipt of a written notice thereof from ASI, fails to cure

such breach, the ASI shall have the right to terminate this sub-lease and any necessary additional expense incurred by the ASI in securing space equivalent to the sub-leased premises, including the additional rental, if any, shall be borne by the USU.

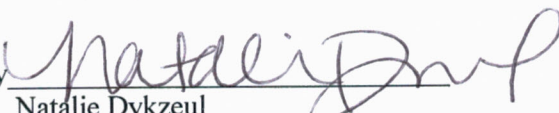
* See labor code sections 1411-1432.5 for further details.

14. The ASI shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. USU shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of ASI and USU that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.

IN WITNESS WHEREOF, this sub-lease has been executed by the parties hereto as of the date first above written.

**California State University, Stanislaus
University Student Union**

Date: 7/2/15

By: 
Natalie Dykzeul
Chair, USU Board of Directors

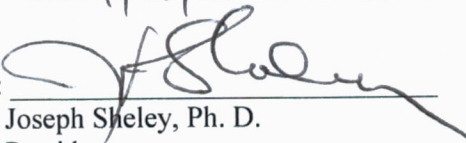
**California State University, Stanislaus
Associated Students, Inc.**

Date: 7-2-15

By: 
Nicole Larson
ASI President

**Trustees of California State University,
Stanislaus**


Date: 7/2/15

By: 
Joseph Sheley, Ph. D.
President

Reviewed and approved

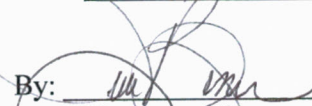
STUDENT AFFAIRS

Date: 7/2/2015

By: 
Suzanne Espinoza, Ph.D.
Vice President of Student Affairs & Enrollment

BUSINESS & FINANCE

Date: 7/6/15

By: 
Julie Benevedes
Interim Vice President, Business & Finance

ASI Leased Rooms 2015-2017

First Floor	Room #	Sq. Ft.
WAC Common Area*	106	2214.5
WAC Storage Room*	106A	353.0
Programming Storage	106B	30.0
Retail Storage	106C	44.0
Marketing Professional Staff Office	106D	125.0
Marketing Professional Staff Office	106E	109.0
Total		2875.5

Second Floor	Room #	Sq. Ft.
Common Cubicle Area*	202	1057.0
Kitchen/Storage*	202K	92.5
President's Office	204	222.0
Vice President's Office	202J	151.0
Budget Assistant Office*	202H	54.0
Student Advocate	206	103.0
Leadership Coordinator Office	207	90.0
Total		1769.5

* denotes shared space, recorded square footage is ASI portion. - ck