SPACE AGREEMENT
BETWEEN
UNIVERSITY OF CALIFORNIA, SAN DIEGO UNIVERSITY CENTERS
AND
STUDENT PROMOTED ACCESS CENTER FOR EDUCATION AND SERVICE
(SPACES)

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AGREEMENT

Preamble - Parties and Space

THIS SPACE AGREEMENT ("Agreement") is made as of the

______________ day of ________________________, 2009, by and between

the University Centers and the University Centers Advisory Board, herein referred to

as "Centers", and the UCSD Student Promoted Access Center for Education and

Service (SPACES).

NOW, THEREFORE, Centers agrees to make space available to SPACES,
certain space in the Price Center, herein referred to as "Space" located on the campus
of the University of California, San Diego, as described in "Exhibit A" attached hereto
and incorporated herein, according to the following terms and conditions:

SECTION A

TERM OF AGREEMENT

1. Term

This Agreement shall be considered permanent unless altered by both Centers

and SPACES,

SECTION B

DESCRIPTION AND USE OF SPACE

1. Description of Space

SPACES shall operate in a portion of the Price Center West, 2nd Level Rooms
2.301, 2.302, 2.303, 2.304, 2.305, 2.306, 2.307, 2.308, (M)2.340 and 2.340 which is
located on the University of California, San Diego Campus. The Space consists
of approximately 2195 square feet, and is further described and depicted in
Exhibit A.

2. Permitted Use

Said Space shall be used for access and retention programs.

3. Operation of Business
SPACES shall keep Space open for the conduct of business during the fall, winter, and spring quarters, and SPACES may at its discretion operate its space during the summer.

4. Compliance With University Regulations and Procedures

SPACES shall, at its own expense, comply with University of California regulations now in force or hereinafter enacted as specified in the "UCSD Policies and Procedure Manuals", and Environment Health and Safety requirements.

SECTION C
UTILITIES

1. Voice and Data

SPACES, at their sole cost and expense, shall pay for end user voice and data services and all other costs associated with NGN (Next Generation Network) service. This shall include instruments, hardware, peripherals, hub/ports, and monthly service fees for ports and lines.

SECTION D
ALTERATIONS AND REPAIRS

1. Condition of Space Assigned

SPACES acknowledges that said Space is in good, clean, safe, and tenantable condition and accepts said Space in its current condition.

2. Housekeeping by Centers

Centers shall provide basic housekeeping services in Space allocated to SPACES. This shall include daily removal of trash in the office areas, cleaning of carpet and floor areas, exterior windows and common areas. SPACES owned equipment shall be maintained at its own expense. SPACES shall make good faith effort to help maintain clean appearance of the Space it occupies in the Price Center West.
3. **Alterations and Liens**

SPACES may make or permit permanent alterations, additions, fixtures, or improvements to said Space as needed only upon the written consent of the Centers. Alterations and fixtures that cannot be removed without damage to said Space revert to Centers upon termination of this Agreement.

4. **Inspection by Center**

SPACES shall permit Centers or its representative(s) to enter said Space during Centers operating hours, after hours with permission from SPACES, or in an emergency, in which case Centers will notify SPACES of entry within 24 hours its occurrence.

5. **Surrender of Space**

In the event of termination of this Agreement, or any extensions or renewals of this Agreement, SPACES shall deliver said Space to Centers in as good condition, reasonable wear and tear and repairs herein required to be made by Centers excepted. If wear and tear of the space is unreasonable, for example, if the walls, floors, electrical, or other systems were damaged beyond that would occur from reasonable use, SPACES agrees to cover the costs of repairing the Space.

6. **Key Issuance and Usage**

Centers shall issue keys to the Directors and Full Time Staff of SPACES as identified by the Co-Directors on an annual basis. Keys shall not be duplicated. Additional keys may be request through the University Center Executive Assistant, Price Center West, Room 2.309. Lost keys shall be reported to University Centers Executive Assistant. Re-keying costs and lock change costs shall be borne by SPACES. All keys shall be on University Centers’ keyway system. UCSD police shall have a master key for emergency purposes, secured at the UCSD Police Station. Any time this key is used for entry to the SPACES Space for emergency purposes, a log shall be kept of such use, and notice shall be given to SPACES and University Centers Director.
1. Assignment as Breach

Associated Students and SPACES shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said Space without the express written consent of Centers. Neither shall SPACES sublet said Space or any part thereof or allow any other person, to occupy said Space or any part thereof without the prior written consent of Centers. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Centers, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Centers, terminate this Agreement.

2. Termination of Agreement

If Centers opts not to extend this agreement or if Center opts to terminate this Agreement because of violations of the Space use guidelines as outlined below, SPACES agrees to remove its property from the Space within two weeks of notice of termination. If the Space is not vacated within two weeks, Centers may remove SPACES property from the Space and put it into storage.

3. Space Use Guidelines

SPACES agrees to abide by the following use guidelines of the Space. SPACES is responsible for enforcing these guidelines for its staff and associates. Centers agrees to notify SPACES of any violation of these guidelines in writing within one week of their occurrence. Notification will be sent to the A.S. Associate Vice President of Diversity and the four (4) Co-Directors. SPACES acknowledges that violations of specific guidelines, as cited below, provide Centers with the right to terminate this Agreement before the conclusion of the term.

A. Smoking is not allowed in the Space. In addition, hot plates and space heaters are not permitted. If SPACES is notified of more than two (2) instances of violations of this guideline within the same academic year, Centers may terminate this Agreement.

B. The presence or consumption of alcoholic beverages or illegal drugs in the Space or lobby outside the Space by the staff or guests of SPACES is not permitted. If SPACES is notified of more than one (1) instance of violation of this guideline within the same academic year, Centers may terminate this Agreement.
C. SPACES agrees to staff the Space and provide its services to students during the fall, winter, and spring quarters. SPACES shall display in public view its hours of operation and name using quality signs kept in good condition. Handwritten signs are not permitted.

If SPACES closes the Space for more than five (5) consecutive business days when classes are in session or if SPACES is notified on more than three (3) instances of being closed during its posted operating hours within the same academic year, Centers may terminate this agreement.

D. Any act of vandalism committed by staff or guests of SPACES to the Space may result in judicial or legal action and may result in termination of this Agreement by Centers.

E. SPACES agrees that it will not permit its staff, associates, or guests to sleep over night in the Space. If SPACES is notified of more than two (2) instances of violating this guideline within the same academic year, Centers may terminate this agreement.

F. SPACES agrees to take every reasonable precaution to protect its staff from loss or damage. Do not store valuable personal possessions in the Space. The Centers shall accept no responsibility for the theft or loss of monies, furnishings, equipment, supplies, valuables, or other effects owned or in the possession of the organization or any members or guests of the organization.

G. SPACES is not permitted to alter or penetrate the floor, ceilings, and doors to its Space. No permission is required to place pictures/artwork on the walls or to paint the interior walls.

H. Furnishings, such as sofas and chairs, must be fire-rated for public buildings. Furnishings obtained from home furnishings stores typically do not meet this criterion.

I. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by SPACES or used for any purpose other than ingress and egress to and from the assigned Premises and for going from one to another part of the Price Center.

J. SPACES shall not make or permit any improper noises in the Price Center, or otherwise interfere in any way with meeting room users or other tenants, or persons having business with them.
K. Nothing shall be swept, stored, or thrown into the corridors, halls, elevator shafts, or stairways. No animals shall be brought into or kept in or about the Price Center.

L. If SPACES requires a photocopier, water cooler, or other resources, it is responsible for procuring these resources and locating them in the Space described in this agreement.

If SPACES is notified of more than (3) instances of violations of any combination of guidelines G, H, I, J, K, or L within the same academic year, Centers may terminate this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

UNIVERSITY: The University of California, San Diego on behalf of the University Centers

By: ________________________________ Date: __________________
Title: ______________________________

STUDENT PROMOTED ACCESS CENTER FOR EDUCATION AND SERVICE (SPACES)

By: ________________________________ Date: __________________
Title: ______________________________

By: ________________________________ Date: __________________
Title: ______________________________

By: ________________________________ Date: __________________
Title: ______________________________

By: ________________________________ Date: __________________
Title: ______________________________

By: ________________________________ Date: __________________
Title: ______________________________

July 2009
Student Promoted Access Center For Education and Service (SPACES)
Exhibit A