

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

Table of Contents

<u>Section</u>		<u>Page</u>
Preamble	Parties and Space.....	2
A.	Term of Agreement.....	2
B.	Description and Use of Space.....	3
C.	Utilities.....	5
D.	Default, Assignment and Termination.....	6

27 AGREEMENT  
28 Preamble - Parties and Space

29  
30 THIS SPACE AGREEMENT ("Agreement") is made as of the  
31 \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between  
32 the University Centers and the University Centers Advisory Board, herein referred to  
33 as "Centers", and the UCSD Student Promoted Access Center for Education and  
34 Service (SPACES).  
35

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

40 SECTION A  
41 TERM OF AGREEMENT

42  
43 1. Term

44  
45 This Agreement shall be considered permanent unless altered by both Centers  
46 and SPACES,  
47  
48  
49

50 SECTION B  
51 DESCRIPTION AND USE OF SPACE

52  
53 1. Description of Space

54  
55 SPACES shall operate in a portion of the Price Center West, 2<sup>nd</sup> Level Rooms  
56 2.301, 2.302, 2.303, 2.304, 2.305, 2.306, 2.307, 2.308, (M)2.340 and 2.340 which is  
57 located on the University of California, San Diego Campus. The Space consists  
58 of approximately 2195 square feet, and is further described and depicted in  
59 Exhibit A.  
60

61  
62 2. Permitted Use

63  
64 Said Space shall be used for access and retention programs.  
65

66 3. Operation of Business  
67

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

71  
72

73 4. Compliance With University Regulations and Procedures

74

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

79

80 SECTION C  
81 UTILITIES

82

83

84 1. Voice and Data

85

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

90

91

92

93

94

95 SECTION D  
96 ALTERATIONS AND REPAIRS

97

98 1. Condition of Space Assigned

99

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

102

103 2. Housekeeping by Centers

104

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

111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153

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.

SECTION E  
ASSIGNMENT, TERMINATION, AND SPACE USE GUIDELINES

154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195

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.

- 196 C. SPACES agrees to staff the Space and provide its services to students during  
197 the fall, winter, and spring quarters. SPACES shall display in public view  
198 its hours of operation and name using quality signs kept in good condition.  
199 Handwritten signs are not permitted.  
200
- 201 If SPACES closes the Space for more than five (5) consecutive business days  
202 when classes are in session or if SPACES is notified on more than three (3)  
203 instances of being closed during its posted operating hours within the same  
204 academic year, Centers may terminate this agreement.  
205
- 206 D. Any act of vandalism committed by staff or guests of SPACES to the Space  
207 may result in judicial or legal action and may result in termination of this  
208 Agreement by Centers.  
209
- 210 E. SPACES agrees that it will not permit its staff, associates, or guests to sleep  
211 over night in the Space. If SPACES is notified of more than two (2)  
212 instances of violating this guideline within the same academic year, Centers  
213 may terminate this agreement.  
214
- 215 F. SPACES agrees to take every reasonable precaution to protect its staff from  
216 loss or damage. Do not store valuable personal possessions in the Space.  
217 The Centers shall accept no responsibility for the theft or loss of monies,  
218 furnishings, equipment, supplies, valuables, or other effects owned or in the  
219 possession of the organization or any members or guests of the  
220 organization.  
221
- 222 G. SPACES is not permitted to alter or penetrate the floor, ceilings, and doors  
223 to its Space. No permission is required to place pictures/artwork on the  
224 walls or to paint the interior walls.  
225
- 226 H. Furnishings, such as sofas and chairs, must be fire-rated for public  
227 buildings. Furnishings obtained from home furnishings stores typically do  
228 not meet this criterion.  
229
- 230 I. Sidewalks, doorways, vestibules, halls, stairways and similar areas  
231 shall not be obstructed by SPACES or used for any purpose other than  
232 ingress and egress to and from the assigned Premises and for going from  
233 one to another part of the Price Center.  
234
- 235 J. SPACES shall not make or permit any improper noises in the Price Center,  
236 or otherwise interfere in any way with meeting room users or other tenants,  
237 or persons having business with them.  
238

239 K. Nothing shall be swept, stored, or thrown into the corridors, halls, elevator  
240 shafts, or stairways. No animals shall be brought into or kept in or about the  
241 Price Center.

242

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

246

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

250

251

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

254

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

257

258 By: \_\_\_\_\_ Date: \_\_\_\_\_

259

260 Title: \_\_\_\_\_

261

262 STUDENT PROMOTED ACCESS CENTER FOR EDUCATION AND SERVICE  
263 (SPACES)

264

265 By: \_\_\_\_\_ Date: \_\_\_\_\_

266

267 Title: \_\_\_\_\_

268

269 By: \_\_\_\_\_ Date: \_\_\_\_\_

270

271 Title: \_\_\_\_\_

272

273 By: \_\_\_\_\_ Date: \_\_\_\_\_

274

275 Title: \_\_\_\_\_

276

277 By: \_\_\_\_\_ Date: \_\_\_\_\_

278

279 Title: \_\_\_\_\_

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

