

**Master Space Agreement Between the Co-ops at UCSD and
The Regents of the University of California**

This Master Space Agreement is made as of July 1, 2017 ("Effective Date"), by and between THE FOOD COOPERATIVE, CHE CAFÉ COLLECTIVE, GROUNDWORK BOOKS, AND THE GENERAL STORE, all California tax-exempt, non-profit corporations (collectively, the "Co-ops"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its campus at the University of California, San Diego ("UCSD"), the parties to this Space Agreement (the "Parties"), with the accord of the Associated Students of UCSD (the "AS") and the Graduate Student Association of UCSD (the "GSA"), student governments representing their respective constituencies.

RECITALS

- A. This agreement is termed a Space Agreement to distinguish the Co-ops from other retail and commercial tenants and vendors on campus in that the Co-ops primarily exist to provide UC San Diego students with an opportunity to learn and manage businesses operating under the cooperative business model and the Co-ops' primary purpose is educational, not profit maximization.
- B. The Co-ops provide affordable pricing and programming directed by students and also programming and space for events for diverse students and that which does not have the mass appeal other venues on campus require.
- C. The Co-ops share resources and operate in a unified and joint fashion as part of guiding principles of Cooperatives.
- D. The Co-ops at UCSD were first registered as student organizations in 1975. The Co-ops are non-profit entities with open public membership, volunteers, and participation of alumni, community and other staff whose primary purpose is to provide work and training opportunities for students while providing the campus community with quality products and services.
- E. The Parties and AS and GSA entered into a Master Space Agreement (MSA) dated August 4, 1993 and a Memorandum of Understanding (MOU) dated May 3, 1993, and a successor MSA dated May 1, 2006. The 1993 MOU, as revised in 1994, is attached as an Exhibit for historical and reference purposes. Parties understand and agree that all past agreements, MSAs, and MOUs are superseded and replaced with this Master Space Agreement.
- F. UCSD is the owner of certain real property identified in Exhibit A and the Co-ops desire to lease such property from UCSD on the terms and conditions provided in this Space Agreement.

Therefore, for good and valuable consideration, the Parties agree as follows:

1. Definitions

- 1.1.** ALTERATIONS and ADDITIONS includes, but is not limited to, removal, modification or addition of exterior walls or Fixtures, flooring and ceilings, and the alteration or addition of electrical distribution systems, lighting fixtures, heating system, natural gas systems, fire alarm and fire protection systems.
- 1.2.** APPLICABLE LAW means all federal, state, and local statutes, regulations, rules, ordinances, and all other governmental requirements.
- 1.3.** BOARD MEMBERS means the members of the non-profit organization that serve on the board of directors as their governing decision-making body. The Board of Directors may be referred to as a Steering Committee, as Co-Officers, as Core Members or other names as the Co-ops see fit and provide in their bylaws. These members are the agents of the organization authorized to conduct business and bind the organization.

- 1.4. EMERGENCY means a situation in which human life or property is believed in UCSD's judgment to be in immediate jeopardy and prompt intervention or summoning of aid is essential.
- 1.5. FIXTURE means any device that is permanently connected to the Premises, including such items as plumbing, electrical, lighting, mechanical, heating/cooling, and fire protection devices.
- 1.6. FURNITURE means moveable articles used for convenience or decoration including curtains, rugs, chairs, tables and pictures.
- 1.7. HAZARDOUS MATERIAL includes, but shall not be limited to (i) any material, substance or waste which is or hereafter shall be listed, regulated or defined by Applicable Law to be hazardous, acutely hazardous, extremely hazardous, radioactive toxic, or dangerous; (ii) asbestos or asbestos-containing materials; (iii) polychlorinated biphenyls (PCBs); (iv) radon gas; (v) laboratory wastes; (vi) experimental products, including genetically engineered microbes; (vii) petroleum, natural gas, or other petroleum product; and (viii) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code.
- 1.8. MAINTENANCE means recurring work to the Premises interior and exterior, including its building systems and fixtures, scheduled to preserve the effective and efficient operation of the Premises and to limit or control its deterioration.
- 1.9. PREMISES means the real property, more fully described in Exhibit A.
- 1.10. PRINCIPAL MEMBER means a student currently enrolled and in good standing at UCSD who is registered as a principal member of the Co-op with UCSD's Center for Student Involvement.
- 1.11. RENT means base rent of currently one dollar (\$1) per year.
- 1.12. REPAIRS means work to restore damaged, worn, inoperable, or defective property and parts of the Premises to normal operating condition.
- 1.13. STUDENT-RUN means students shall comprise more than half of the Co-op's Board Members or the Co-op shall maintain a consensus process which allows any student member to block or veto any action by the Co-op. In addition, the Principal Members of each Co-op must be voting Board Members of their respective organizations. Notwithstanding any other provision of this Agreement, if UCSD receives verified complaints from UCSD students who are or were, or who have made a good faith attempt to become, Co-op members in good-standing that allege that UCSD students are unable to exercise meaningful control over a Co-op, UCSD shall have the right, after consulting with the Co-op about such complaints, to require that more than half of the Co-op's Board Members be UCSD students.
- 1.14. TRADE FIXTURES are articles of personal property placed in the Premises by Tenant for the purpose of furthering Tenant's use of the Premises for the uses for which it is leased. Trade Fixtures include items such as display racks, cash registers, freezer and cooler units and food preparation, security alarm systems, and serving and cooking equipment, but for purposes of this Space Agreement only, not the water heater.

- 1.15. UCAB means the University Centers Advisory Board, or any successor board or committee later constituted with a similar mission and scope of responsibility.
- 1.16. UCEN means the University Centers department at UCSD which is a student fee-funded department and is delegated with the authority to manage the Premises.

2. Premises and Use

- 2.1. UCSD hereby leases the Premises identified in Exhibit A to the Co-op identified in Exhibit A for the term provided in Section 5, in exchange for the Rent.
- 2.2. The Premises may be used only for the purposes permitted by Exhibit B or as otherwise permitted by UCSD in writing. All activity undertaken, allowed, or approved by the Co-ops on the Premises or on other UCSD property must conform to UCSD policies and Applicable Law. Co-ops shall not use, nor permit the use of, the Premises in any manner that tends to create waste or a nuisance or that disturbs other tenants or that disturbs or interferes with the activities of UCSD, its students, faculty, staff, or invitees. For avoidance of doubt, it shall not be a breach of this provision for a Co-op to engage in activity where the constitutional right to freedom of speech would prohibit enforcement of this paragraph.
- 2.3. UCSD makes no representation or warranty about the current or future condition of any property, including the Premises, or about the presence or absence of any activity outside of the Premises. Each Co-op accepts possession of the Premises as-is and with all faults. UCSD and Co-ops agree to repair and maintain the Premises in the manner provided in Section 8 of this Agreement.
- 2.4. With respect to the courtyard outside the Che Café Facility identified in Exhibit A-1: the Che Café Collective holds priority license for its event programming and may enjoy exclusive use during its event programming provided that all events comply with the rules stipulated throughout this Space Agreement and do not create excessive noise. Further, for the term of this Space Agreement, UCSD will not program other events in the courtyard nor authorize others to program events in the courtyard, and UCSD will not lease the courtyard to any person or entity. For the term of this Space Agreement, UCSD will not use the courtyard for storage of structures or equipment; however, nothing in this paragraph limits UCSD's or any third party's right to traverse the courtyard in ways that do not unreasonably impair the Che Café Collective's rights pursuant to this paragraph. Except as to any alterations that may be required by law, for the term of this Space Agreement, absent the Che Café Collective's written consent, UCSD will not alter the courtyard in any manner that reduces its current overall square footage.

3. Co-ops Covenants

- 3.1. Throughout the term as set forth in Section 5, each Co-op must maintain its status as a registered student organization in good standing with the UCSD Center for Student Involvement and must meet all requirements for Cooperative Registered Student Organizations.
- 3.2. Each Co-op must have the primary purpose of providing UC San Diego student members with significant and meaningful educational and business experience leading, working, and designing programming in retail nonprofit enterprises that use a cooperative and non-hierarchical business model.

- 3.3.** Each must Co-op be Student-Run but also may be staff, faculty, spouses of staff and faculty, alumni, friends of the University, the general public as general members or Board Members.
- 3.4.** Co-ops shall at all times maintain on file with the UCSD Center for Student Involvement the current version of their respective bylaws and a valid email address for each Board Member, and which email address may be used for all notices and ordinary communications between the Parties.
- 3.5.** Each Co-op must be a nonprofit entity and be recognized as such by and in good standing with the United States Internal Revenue Service, the California Franchise Tax Board, and the California Secretary of State. Co-op must file tax returns annually and provide copies of those returns to UCSD on or before May 31 of each year.
- 3.6.** No later than the second week of every Fall Quarter, at least two Principal Members from each Co-op and any other Board Member who wishes to attend will meet annually in person with a representative of UCAB and UCSD's Director of University Centers (or his/her designated representative) to:

 - 3.6.1.** orient all Parties to obligations under the lease, including maintenance obligations;
 - 3.6.2.** introduce UCEN and UCAB to the Co-op's Board Members and introduce the Co-op's Principal Members to UCEN and UCAB; and
 - 3.6.3.** discuss the Co-op's, UCEN's, and UCAB's respective roles on campus.
- 3.7.** Each Co-op shall pay the Rent (and any additional rent, unless otherwise provided herein) on or before March 1 of each year.
- 3.8.** Co-ops shall comply with all Applicable Laws and all UCSD rules and regulations. Co-ops shall promptly comply and cooperate with all reasonable requests by UCSD related to compliance, investigation, reporting, remediation, or other responses to obligations that UCSD in good faith believes are or may be required by Applicable Law, including but not limited to issues relating to health and safety. Notwithstanding the foregoing, the Co-ops reserve the right to insist upon full performance of the Space Agreement by UCSD and to exercise all rights allocated to the Co-ops under this Space Agreement.
- 3.9.** Co-ops must conduct business for at least eight weeks, at least four of which must be consecutive, during each of the fall, winter, and spring quarters of the UCSD academic calendar.
- 3.10.** Co-ops may not, and may not permit or authorize others to, deface, remove, or obstruct any signage placed in or outside the Premises by UCSD or to damage or destroy any UCSD property.
- 3.11.** Co-ops must pay any taxes imposed on any Co-op or levied against the Premises as a result of this Space Agreement.
- 3.12.** Co-ops shall not allow any lien or other encumbrance to be imposed on the Premises under any circumstances. If a lien or other encumbrance is placed on the property as a result of actions by Co-op and Co-op does not remove such lien or encumbrance within 45 days, UCSD may pay the lien or encumbrance (whether valid or not) and recover the full amount from the Co-ops as additional rent.

- 3.13. Co-ops shall indemnify and hold UCSD harmless for any injury to any person occurring on the Premises as a result of the Co-ops' act or omission. This provision shall survive termination of this Space Agreement and will continue in effect until the Co-op fully vacates the Premises and relinquishes control to UCSD.
- 3.14. Co-op shall not use UCSD's name, logos, or trademarks without the express written permission of UCSD and shall not express or imply that UCSD endorses Co-op's products or services. Notwithstanding the foregoing, Co-op may use UCSD's name solely to identify the location of its Premises to the public.
- 3.15. Co-op will not allow the Premises to be used for habitation or lodging by any person.
- 3.16. Each Co-op agrees to make repairs and maintain the Premises as provided in Section 8 of this Space Agreement.

4. UCSD Covenants

- 4.1. UCSD shall provide Co-op with quiet possession of the Premises for the Term subject to all of the provisions of this Space Agreement.
- 4.2. UCSD agrees to make repairs and maintain the Premises as provided in Section 8 of this Space Agreement.
- 4.3. UCSD shall be responsible for Co-ops' consumption of gas, water, electricity, and trash removal services ("Utilities").
- 4.4. UCSD agrees to communicate with any Board Member of the Co-op and attorney, accountant or other professional service provider who has contracted with the Co-op, which the Co-op designates and authorizes to act on any given matter, provided UCSD student members of the Co-op are involved or copied in the communication or have expressly delegated such authority to agents.
- 4.5. UCSD shall comply with all Applicable Laws and all UCSD rules and regulations. UCSD shall promptly respond to all reasonable requests by Co-ops related to compliance, investigation, reporting, remediation, or other responses to obligations that Co-ops in good faith believe are or may be required by Applicable Law.
- 4.6. Subject to all of the provisions of this Space Agreement, UCSD will exercise its powers and fulfill its obligations in good faith, including but not limited to engaging in good faith dispute resolution and negotiations. Notwithstanding the foregoing, UCSD reserves the right to insist upon full performance of the Space Agreement by Co-ops and to exercise all rights allocated to UCSD under this Space Agreement and under the law.
- 4.7. The Parties to this document acknowledge that University Centers (UCEN) is an administrative department of UCSD and has been delegated the authority to manage the Premises. University Centers Advisory Board (UCAB) is the student advisory board which is tasked with representing students and providing student input to UCEN on matters it decides and manages.
- 4.8. Each Co-op may request an organizational email account in accordance with UCSD policies and practices. (For the rules in effect as of the date of this Agreement, *see*

<http://acms.ucsd.edu/students/website-and-file-sharing/stuorg.html>). These email accounts may be used by the Co-ops to conduct all ordinary business, including but not limited to making work requests and submitting events through the EMS calendaring system.

5. Term

- 5.1.** The initial term shall be for forty (40) months commencing on July 1, 2017 and ending on October 31, 2020.
- 5.2.** Co-op shall have one option to extend this Space Agreement for forty-eight (48) months, which shall be granted automatically through continued possession; provided however, this option may not be exercised if UCSD has issued a notice of default to a Co-op and the default has not been cured.
- 5.3.** If requested by either Party, prior to the expiration of the Space Agreement, the Parties are obligated to engage in good-faith negotiations over the terms of renewal this Space Agreement.

6. Maintenance of Records

- 6.1.** Co-op shall maintain accurate and reliable records as provided in the exhibits hereto.
- 6.2.** “Events” are organized activities, other than internal or membership gatherings of the Co-ops, where four or more people are invited or expected to attend or participate.

7. Notices

- 7.1.** All notices shall be effective only if made in writing and addressed as follows:

To UCSD:

The Regents of the University of California
University of California, San Diego
Director, UCSD Price Center West, Room 3.30
9500 Gilman Drive # 0076
La Jolla, CA 92093-0076

And to: (If by United States mail:)
The Regents of the University of California
University of California, San Diego
Executive Director, Real Estate
9500 Gilman Drive #0982
La Jolla, CA 92093-0982

And a copy to:
The Regents of the University of California
University of California, San Diego
Chief Campus Counsel
9500 Gilman Drive # 0097
La Jolla, CA 92093-0097

To Co-ops' Agent for Service of Process:

Che Cafe: Lane Barlow, 9500 Gilman Dr. 0323, La Jolla, CA 92093-0323

Groundwork Books: Luca Vallino, 9500 Gilman Dr. 0323, La Jolla, CA 92093-0323

General Store: Mohamed Al Elew, 9500 Gilman Dr. 0323, La Jolla, CA 92093-0323

The Food Coop: Maria Fierro, 9500 Gilman Dr. 0323, La Jolla, CA 92093-0323

And a copy to:

Law Office of Andrea M Carter

101 W. Broadway, Suite 1770

San Diego, CA 92102

Rent payments shall be sent to (need not be sent certified):

University of California, San Diego

Director, UCSD Price Center West, Room 3.309

9500 Gilman Drive # 0076

La Jolla, CA 92093-0076

- 7.2.** Any notice shall be deemed delivered (i) five (5) days after notice is mailed, or (ii) if personally delivered, upon delivery, or (iii) for any notice by overnight courier, the next business day after deposit with the courier, or (iv) 24 hours after email transmittal if followed by personal delivery, mailing by United States mail, or mailing by overnight delivery as specified in this section. By written notice to the other, either party may change its own mailing address.
- 7.3.** Co-ops agree to accept service of process (including service of summons) through their agents for service of process identified above if delivered by any means authorized by this Space Agreement. Co-ops also agree to accept service of process (including service of summons) through any other means allowed by law.

8. Maintenance and Repairs

8.1. UCSD's Obligation

- 8.1.1.** UCSD shall, at its sole cost and expense, be responsible for Maintenance and Repairs keeping Premises in good operating order, condition, except those areas explicitly designated as Co-op's responsibility and other than normal wear and tear, acts of nature, and natural disasters and furnish all required labor, parts, replacements, and repairs and at all times during the Term.
- 8.1.2.** Co-op shall be financially responsible for and shall reimburse UCSD for any repair or maintenance of any property damage occasioned by: (a) the negligent, intentional, or wrongful acts or omissions of Co-op, Co-op's members, agents, employees, or invitees; (b) the failure of Co-op to perform or comply with any terms, conditions, or covenants in this Space Agreement; (c) any structural alterations or improvements agreed explicitly by Co-ops herein; or (d) the Co-op's failure to take reasonable care of the Premises. Parties expect normal use of the Premises identified in Exhibit A-1 to include the painting and installation of art and graffiti on the surface areas of the Premises, except for on kitchen surfaces, UCSD signs, and on emergency and health and safety items.

- 8.1.3.** Co-ops agree to make work order requests through UCSD's web site: <http://fixit.ucsd.edu> (or such successor website that UCSD may in the future designate) when maintenance or repair needs are noticed and needed.
- 8.1.4.** Co-op shall provide UCSD reasonable and timely access to the Premises to perform repairs and maintenance. In case of an Emergency, UCSD may enter the Premises without notice to protect property or to ensure the safety of people.
- 8.1.5.** UCSD will not be liable to Co-op or any other person for direct or consequential damage or otherwise for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security, or other service UCSD has agreed to supply during any period when UCSD uses reasonable diligence to supply such services. UCSD reserves the right to discontinue temporarily such services, or any of them, at such times as may be necessary by reason of accident; unavailability of employees; repairs, alteration, or improvements; strikes; fires, lockouts, riots; acts of nature; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; UCSD's compliance with any mandatory governmental energy conservation program; or at the request of or with consent or acquiescence of Co-op. UCSD will not be liable to Co-op or any other person for direct or consequential damages resulting from the admission to or exclusion from the Premises of any person.
- 8.2. Co-ops' Obligation**
- 8.2.1.** Co-op will at all times during the term of this Space Agreement keep and maintain, at its own cost and expense, in good order, condition, and repair, the above ground plumbing and plumbing fixtures and kitchen plumbing areas inside the Premises, interior walls, locks and bathroom hardware, surfaces, counters, cabinets, doors, floor coverings, ceiling tiles, lighting fixtures, Alterations and Additions, and Trade Fixtures.
- 8.2.2.** Any work undertaken by Co-op in or on the Premises that affects the structure of the Premises or any Trade Fixtures must comply with Applicable Law and any requirements UCSD reasonably imposes. Co-op must provide reasonable advance notice to UCSD before undertaking any structural work in or on the Premises. Co-op may not proceed with such work without UCSD's approval, which approval may be withheld at UCSD's discretion if reasonable.
- 8.2.3.** Co-op shall be responsible for quarterly maintenance and cleaning of exhaust hood system from the Premises to the rooftop unit including but not limited to motor, fan, duct system, etc. only if in use. Co-op shall keep copies of receipts and contracts documenting regularly scheduled performance of such services for the Term of this Agreement.
- 8.2.4.** Co-op shall be responsible for quarterly maintenance and service of the cooking hood fire suppression system for the Premises only if in use. Co-op shall keep copies of receipts and contracts documenting regularly scheduled performance of such services for the Term of this Agreement.

- 8.2.5.** Co-op shall be responsible for quarterly maintenance and service of the grease trap or interceptor for the Premises and shall keep copies of receipts and contracts documenting regularly scheduled performance of such services for the Term of this Agreement.
- 8.2.6.** Co-ops shall be responsible at its sole cost for an extermination and pest control service for inside the Premises. The service must be monthly for the Che Cafe and Food Co-op, quarterly for the General Store, and twice annually for Groundwork Books. The Co-ops shall keep copies of receipts and contracts documenting regularly scheduled performance of such services for the Term of this Agreement.
- 8.2.7.** If Co-op fails to perform its maintenance obligations provided herein, and fails to perform such maintenance obligation within five (5) calendar days of written notice (except in case of an emergency, in which case no notice shall be required), UCSD may (but shall not be required to) enter upon the Premises, perform such obligations on Co-op's behalf, and charge the actual cost of such work to Co-op, which shall become due and payable as additional rent on Co-op's next rental installment. Co-op shall maintain records of all maintenance activities required herein and will provide copies of such records to UCSD within five (5) business days of receiving a written request. Requests shall not be excessive or used to harass.

9. Alterations, Additions, and Fixtures

- 9.1.** After the beginning of the Term but excluding improvements and renovations at the Che Cafe Facility provided for in Section 38, Co-op shall bear financial and legal liability for any and all expenses associated with Alterations and Additions to its Premises initiated by Co-op or at Co-op's request. Co-op shall, at its sole cost and expense, be responsible for keeping Alterations and Additions and Trade Fixtures it initiates in good operating order, condition, unless UCSD agrees in writing to assume this responsibility.
- 9.2.** Co-op will keep its Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on or in the Premises. Furthermore, any and all Alterations and Additions and Fixtures, except Furniture and Trade Fixtures, made or placed in or on the Premises by Co-op will, on expiration or termination of this Space Agreement, become the property of UCSD, provided, however, that UCSD shall have the option of requiring upon expiration or termination of this Space Agreement, that Co-op at its sole cost and expense, remove any or all such Alterations and Additions or Fixtures from its Premises.
- 9.3.** Co-op will not make any Alterations and Additions in, on, around, or about the Premises without the written approval and on terms and conditions agreed to by UCSD, with the exception of modifications involving artwork. No Alterations and Additions shall be contracted for without UCSD's written approval of the scope, terms, and conditions of such work.
- 9.4.** Before commencing any Alterations and Additions work in, on, around or about the Premises, Co-op will submit written plans and specifications to UCSD for prior approval by UCSD. UCSD shall provide Co-op with a preliminary status report of the approval process within ten (10) business days after receipt of the written plans and specifications. Before commencing the work, Co-op will obtain the written consent of UCSD to employ, engage or contract for the services and labor of any contractor(s) or individual(s) for the work in connection with said Alterations and Additions. All Alterations and Additions

must be in compliance with Applicable Laws, UCSD policies, and UCSD's requirements. At UCSD's sole option, consent may be conditioned by UCSD upon provision by Co-op of all necessary licenses, permits, insurance and bonds as required by law and UCSD regulations and policies.

9.5. Trade Fixtures

- 9.5.1.** During the Term, Co-op, at its sole cost, may install and affix in, to, or on its Premises items identified as "Trade Fixtures." Trade Fixtures installed in Tenant's Premises must be in good working condition and free from faults and defects. Trade Fixtures that use electricity must be UL listed and approved. Tenant is required to maintain Trade Fixtures in its Premises in good working order. Electrical appliances and equipment that draws 20 amps or less shall be plugged directly into the electrical receptacles in the Premises or in UL listed multi-outlet power strips with built-in circuit breakers. Computers and cash registers may be plugged into multi-outlet surge protectors. Extension cords must be rated to handle the power of the devices plugged into them.
- 9.5.2.** Prior to the installation of Trade Fixtures that require (i) electrical connections (other than those that plug directly into existing receptacles or surge protectors) or (ii) connections to the plumbing or mechanical systems, Co-op shall submit to UCSD for review and approval a written description of the Trade Fixture, including type, requirements, manufacturer, and age of the equipment, and proposed location in its Premises. Approval or disapproval of the Trade Fixture shall be based solely on UCSD's assessment and judgment of the condition of the Trade Fixture and compatibility with the electrical, plumbing, structural, and mechanical systems in the Premises. Electrical connections and connections of the Trade Fixtures to the plumbing system must be performed by qualified, insured tradespersons duly licensed by the relevant licensing agency of the State of California or by UCSD.
- 9.5.3.** Any and all Trade Fixtures installed by Co-op that can be removed without structural damage to the Premises shall remain the property of Co-op and may be removed by Co-op at its sole expense any time prior to the expiration or termination of the Space Agreement. Co-op shall not install Trade Fixtures that cannot be removed without structural damage to the Premises.
- 9.5.4.** Co-op shall repair any damage to the Premises occasioned by the installation or removal of Co-op's Trade Fixtures.
- 9.5.5.** Any Trade Fixtures installed by Co-op that are not removed from the Premises by Co-op within forty-five (45) calendar days after the expiration or termination of this Space Agreement shall be deemed to have been abandoned by Co-op and shall automatically become the property of UCSD.

10. Indemnification

- 10.1.** Each Co-op shall indemnify, defend and hold harmless UCSD, its officers, agents, and employees from and against any claims, demands, or liabilities (collectively "Claims") arising out of or in any way connected with this Space Agreement including, without limitation, Claims for loss or damage to any property or for death or injury to any person or

persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Co-op, its officers, principal members, partners, agents, employees or volunteers within the scope of their agency.

11. Insurance Requirements

- 11.1.** Each Co-op, within 30 days after execution, shall at its sole cost and expense, insure its activities in connection with this Master Space Agreement and obtain, keep in force and maintain insurance as provided in Exhibit C.
- 11.2.** The insurance coverages required by this Space Agreement shall include UCSD as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Co-op, its officers, partners, agents, employees, and invitees. Co-op, upon the execution of this Space Agreement, shall furnish UCSD with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to UCSD of any material modification, change or cancellation of any of the above insurance coverages. Within fifteen (15) days after UCSD's written request, but not more frequently than once each calendar year, Co-op shall furnish UCSD with the actual policy or policies of insurance coverage required herein.
- 11.3.** The coverages required herein shall not limit the liability of any Co-op.
- 11.4.** Waiver of Subrogation. Each Co-op hereby waives any right of recovery against UCSD due to loss of or damage to the property of Co-op when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured. Co-op shall obtain any special endorsements required by its insurer to evidence compliance with the aforementioned waiver.
- 11.5.** Exemption of UCSD from Liability. Co-op hereby agrees that UCSD shall not be liable for injury to Co-op's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Co-op, Co-op's employees, invitees, customers, or any other person in or about the Premises, nor shall UCSD be liable for injury to the person of Co-op, Co-op's employees, agents or contractors, as a result of any condition of the Premises or other real property owned or leased by UCSD, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises, whether the said damage or injury results from conditions arising in the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Co-op. UCSD shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

12. Damage or Destruction

If at any time during the term of this Space Agreement there is damage, whether or not an insured loss, (including destruction required by any authorized public authority), which renders the Premises substantially unusable, in UCSD's sole judgment, this Space Agreement shall automatically terminate as of the date of such total destruction. In such event,

Co-op shall be offered the opportunity to negotiate for replacement space for the remainder of the term and entitled to a replacement space if one is available.

13. Defaults by Co-ops

- 13.1.** If any Co-op fails to pay rent or make any other payment required to be made by Co-op hereunder, in addition to all other remedies legally available, UCSD at its option may terminate this Space Agreement by providing three (3) days notice, unless Co-op cures by making full payment within the three-day notice period.
- 13.2.** For defaults that by their nature are curable, within thirty (30) days of receiving notice of default Co-op shall cure such default or initiate cure of such default and diligently pursue such cure to completion or initiate dispute resolution. If Co-op fails to cure or initiate cure and diligently pursue such cure to completion within thirty (30) days, UCSD will provide a second notice of default to Co-op. Co-op will then have fifteen (15) additional days to cure. If Co-op fails to cure after this second notice, UCSD may immediately terminate this Space Agreement by providing written notice to Co-op and UCSD may pursue any other remedy available at law or equity.
- 13.3.** After receiving a notice of default, Co-op may respond in writing to the notice of default and request an in-person meeting with representatives of UCSD to discuss the default, the Co-op's written response, and possible cures. Either party may request that representatives of the Associated Students of UCSD or the Graduate Student Association of UCSD attend this meeting. If requested, representatives of UCSD will meet with the Co-op at a reasonable time and place. This meeting, however, will not toll the times provided in this Section.

14. Defaults by UCSD

- 14.1.** For defaults that by their nature are curable, if UCSD fails to cure such default within thirty (30) days of receiving written notice of default, Co-op will provide a second notice of default to UCSD. UCSD will then have fifteen (15) additional days to cure. If UCSD fails to cure after this second notice, Co-op may either file a non-academic grievance through UCSD, request mandatory mediation per Section 16, or immediately terminate this Space Agreement by providing written notice and may pursue any other remedy available at law or equity.
- 14.2.** After receiving a notice of default, UCSD may respond in writing to the notice of default and request an in-person meeting with representatives of the Co-ops to discuss the default, UCSD's written response, and possible cures. Either party may request that representatives of the Associated Students of UCSD or the Graduate Student Association of UCSD attend this meeting. If requested, representatives of the Co-op will meet with the UCSD at a reasonable time and place. This meeting, however, will not toll the times provided in this Section.

15. Dispute Resolution

- 15.1.** If requested by a Party in writing within ten (10) calendar days of receipt of a first notice of default, the Parties agree to participate in mediation as provided in this Section or in the grievance process set forth in Section 15.3, below. Invoking the mediation or grievance process provided herein does not extend any deadline or defer any obligation of a Party provided in this Space Agreement. Within ten (10) calendar days of receipt of a

first notice of default, the Party requesting mediation must send a formal request for mediation to both the President of the Associated Students of UC San Diego and the President of the UC San Diego Graduate Students Association, with copies to the other Party. After receipt of such request, the AS Judicial Board and the GSA Academic/Judicial Committee may jointly assign one or more students without conflicts of interest to serve as mediators. The Parties agree to meet with the mediator(s) appointed by the AS and GSA within ten (10) calendar days of their appointment.

- 15.2.** If the AS or GSA fails to appoint a student mediator within fifteen (15) calendar days of a Party's request for mediation, within five (5) business days the Parties will meet and confer to jointly agree upon an alternate mediator. If the Parties are unable to agree on an alternate mediator, a member of the UCSD Ombuds Office will serve as the mediator. The Parties agree to meet with the mediator. Each Party will pay one half of the mediator's fee. Co-ops will have no obligation to pay for Ombuds services. Failure by the Co-op to pay its share of the mediator's fee in advance of the mediation will result in cancellation of the mediation and in that case either Party may proceed to exercise its rights under this Space Agreement and/or as authorized by Applicable Law.
- 15.3.** As an alternative to the mediation provided herein, the Parties agree that student members of the Co-ops may file a grievance with the Vice Chancellor for Resource Management & Planning over any alleged breach of this Agreement. In that case, VC – RMP will ask the Co-ops and UCSD each to submit in writing brief descriptions of their positions and will then meet in person with the Co-ops and representatives of UCSD. After hearing from both Parties, the VC – RMP will render a written decision on whether a Party is in breach within 10 calendar days. If and only if the Party that did not file the grievance chooses, the decision of the VC – RMP on whether a Party is in breach shall be binding.
- 15.4.** Notwithstanding any other provision of this Space Agreement, if for any reason a Party, mediator, or grievance officer fails to act within the time periods specified in this Section 15, or if the Parties are unable to resolve the dispute at mediation, or if the mediation or grievance process is not completed within forty-five (45) days of the initial notice of default, both Parties may immediately proceed to exercise their rights under this Space Agreement and/or as allowed by Applicable Law.

16. Condemnation

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Space Agreement shall terminate.

17. Severability

The invalidity of any provision of this Space Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

18. Time of Essence

Time is of the essence.

19. Incorporation of Prior Agreements; Amendments

This Space Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter

shall be effective. This Space Agreement may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Space Agreement, Co-op hereby acknowledges that neither UCSD or any employees or agents of UCSD have made any oral or written warranties or representations to Co-op relative to the condition or use by Co-op of the Premises and Co-op acknowledges that Co-op assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises, and the compliance thereof with all applicable laws and regulations in effect during the terms of the Space Agreement except as otherwise specifically stated in this Space Agreement.

20. Waivers

No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by any Co-op of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by any Co-op. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by any Co-op of any provision hereof, other than the failure of such Co-op to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

21. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22. No Assignment

This Space Agreement is personal to Tenant. Tenant does not have the power or right to assign this Space Agreement or any rights or obligations hereunder to any person or entity. Any purported assignment of this Space Agreement or any rights or obligations hereunder is null and void. If Tenant purports to assign this Space Agreement, or if Tenant declares bankruptcy, is acquired by a third party, or sells or transfers all or substantially all of its assets, this Space Agreement will immediately terminate.

23. Binding Effect; Choice of Law

Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 24, this Space Agreement shall bind the Parties, their personal representatives, successors and assigns. This Space Agreement shall be governed by the laws of the State of California.

24. Subordination

- 24.1.** This Space Agreement, at UCSD's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Space Agreement prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Co-op, this Space Agreement shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Space Agreement is dated prior or

subsequent to the date of said mortgage, deed of trust, or ground lease, or the date of recording thereof.

- 24.2.** Co-op agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Space Agreement prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Co-op's failure to execute such documents within ten (10) days after written demand shall allow at UCSD's option to execute such documents on behalf of Co-op as Co-op's attorney-in-fact. Co-op does hereby make, constitute and irrevocably appoint UCSD as Co-op's attorney-in-fact and in Co-op's name, place and stead, to execute such documents in accordance with this paragraph.

25. Landlord's Access

- 25.1.** UCSD through its agents and employees shall have the right to enter the Premises during operating hours or during requested or noticed times. With twenty-four (24) hours written notice, UCSD may enter and inspect the Premises. With forty-eight (48) hours written notice, UCSD may enter the Premises and perform maintenance and repair work required or allowed by this Space Agreement.
- 25.2.** Notwithstanding any other provision herein, representatives of UCSD (who are not UCEN staff) may enter the Premises at any time with or without notice for the following reasons:
- 25.2.1.** Health and safety inspections of the Premises; or
 - 25.2.2.** Emergency situations. In the event of an Emergency, Co-op shall promptly comply with all directives issued by UCSD or emergency response personnel to protect life or property, including without limitation restrictions on access to the Premises, and UCSD may take such steps that are necessary to protect life or property.
- 25.3.** UCSD will not excessively use or access the Premises for any bad faith, surveillance, harassing purposes that would interfere with the Co-op's right of quiet enjoyment. UCSD will not excessively use or access the courtyard outside the Che Café Facility identified in Exhibit A-1 for any bad faith, surveillance, harassing purposes that would interfere with the Co-op's rights pursuant to Section 2.4.
- 25.4.** For any non-noticed inspections or emergency access, UCSD will give notice after entry as to the purpose and result of the inspection.

26. Signs

UCSD has the right to post exterior signage on or around the Premises. UCSD must notify the Co-op in advance of any changes to any mural or artwork on the exterior of the buildings. Co-op may not alter, deface, or obscure any signage posted by UCSD.

27. Security Measures

UCSD is not required to provide guard service or other security services at Co-op Premises or events. Co-ops assume all responsibility and liability for providing security at their events and for protecting the health and welfare of their members, agents, and invitees who enter the Premises.

28. Easements

UCSD reserves to itself the right, from time to time, to grant such easements, rights and dedications that UCSD deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Co-op. Co-op shall sign any of the aforementioned documents upon request of UCSD.

29. Performance Under Protest

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum of any part thereof, said party shall be entitled to recover such sum or so much with interest thereof as it was not legally required to pay under the provisions of this Space Agreement.

30. Authority

Each individual executing this Space Agreement on behalf of Co-op represents and warrants that they are duly authorized to execute and deliver this Space Agreement on behalf of Co-op. Co-op shall, at the time of execution of this Space Agreement, deliver to UCSD evidence of such authority satisfactory to UCSD.

31. Emissions; Storage, Use and Disposal of Matter

- 31.1.** Co-op shall promptly respond to and remedy (by removal and proper disposal or such other methods as shall be reasonably required) to the satisfaction of applicable governmental agencies any release or discharge of any Hazardous Material connected with Co-op’s operation or Co-op’s presence on the Premises. All such action shall be done in Co-op’s name, and at Co-op’s sole cost and expense. For purposes of this paragraph, the term “respond” shall include, but not be limited to, the investigation of environmental conditions, the preparation of feasibility reports or remedial plans, and the performance of any cleanup, remediation, containment, maintenance, monitoring or restoration work. Any such actions shall be performed in a good, safe, workmanlike manner and shall minimize any impact on the businesses or operations conducted at the Premises.
- 31.2.** Co-op will within 48-hours notify UCSD of Co-op’s receipt of any notice, request, demand, inquiry or order, whether oral or written, from any government agency or any other individual or entity relating in any way to the presence or possible presence of any Hazardous Material on, in, under or near the Premises or Co-op’s compliance with, or failure to comply with, Applicable Law.
- 31.3.** Promptly upon discovery thereof, Co-op will notify UCSD of the discovery of any release, discharge, or emission of any Hazardous Material or of the existence of any other condition or occurrence which may constitute or pose a significant presence or potential hazard to human health and safety or to the environment, whether or not such event or discovery necessitates any report to any other person or government agency.

31.4. Co-op shall not:

- 31.4.1.** Transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises, or anywhere else, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or anywhere else;
 - 31.4.2.** Create, or permit to be created, any ground or building vibration that is discernible outside the Premises; or
 - 31.4.3.** Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Premises.
- 31.5.** Co-op shall pay for all costs associated with, and defend, indemnify and hold harmless UCSD from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs (including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any Hazardous Material on the Premises or Co-op's alleged violation of Applicable Law). This obligation shall not apply, if and to the extent that (a) such claims, damages, expenses, encumbrances, fees, fines, penalties, or costs arose solely out of conditions existing on the Premises prior to this Term's commencement or conditions created on the Premises after Co-op has quit the Premises; and (b) Co-op did not violate any Applicable Law or act negligently with respect to, or otherwise contribute to, the condition or the hazard posed by the condition.
- 31.6.** The duties set forth in this paragraph shall survive the termination of this Space Agreement.

32. Disposal of Other Matter

- 32.1.** Refuse Disposal. Co-op shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove and dispose of the same from the Premises. Co-op shall keep all containers or other equipment used for storage or disposal of such matter in a clean and sanitary condition, and shall promptly dispose of all other waste.
- 32.2.** Sewage Disposal. Co-op shall properly dispose of all sanitary sewage and shall not use the sewage disposal system (i) for the disposal of anything except sanitary sewage, or (ii) in excess of the lesser of the amount allowed by the sewage treatment works, or permitted by any governmental entity. Co-op shall keep the sewage disposal system free of all obstructions and in good operating condition.

33. Casp Inspection

- 33.1.** The Premises have not undergone an inspection by a Certified Access Specialist (CASP). Co-op is advised of the following:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Accordingly, the parties hereby agree that Co-op shall have the right, but not the obligation, to have a CASp inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. If it is determined that the Premises do not meet all applicable construction-related accessibility standards, then Co-op shall at its sole cost and expense promptly make, as soon as reasonably possible, but subject to Section 9 hereof, any repairs necessary to correct violations of construction-related accessibility standards.

34. Energy Use Disclosure

- 34.1.** To the extent applicable, UCSD shall comply with the requirements to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto.

35. California Civil Code Waiver.

- 35.1.** Co-op waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, and California Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Space Agreement in the event of a partial taking of the Premises by condemnation as herein defined. This waiver applies to future statutes enacted in addition or in substitution of the statutes specified herein.

36. Fair Wage/Fair Work

- 36.1.** Co-op agrees to abide by UCSD’s Fair Wage/Fair Work plan (the “Plan”). In accordance therewith, Co-op shall (i) comply with the Plan for all of its employees and contractors working more than 20 hours per week in the Premises (e.g. pay a “Fair Wage” of \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17); (ii) post a notice in the Premises (in all break rooms and other public notice areas), which notice clearly references the Plan’s applicability to Co-op’s employees and contractors; and (iii) provide a certification, on each anniversary of the Space Agreement Commencement Date certifying that Co-op has complied with the requirements of the Plan.

37. UCSD Access to the Che Café Facility for Renovations

- 37.1.** By July 15, 2017, the Che Café Cooperative shall provide UCSD access to, possession of, and control over the Premises in the Che Café Facility so that UCSD may make certain life-safety and other improvements. All work shall be completed by no later than January

15, 2018. If work is not completed by that time, as an exclusive remedy, the Space Agreement term as to the Premises identified in Exhibit A-1 will be extended by one day for each day that the work continues past January 30, 2018.

- 37.2.** During this period, Co-op shall not have access to the Premises, except Board Members and legal counsel to access for tour and inspection purposes upon prior written notice and with UCSD's consent. Consent shall not be unreasonably withheld. After completion of the work, UCSD shall return possession of the Premises to Co-op.
- 37.3.** UCSD shall be liable and responsible for any damage to the Premises during the time of renovation, including liable for the work of any and all contractors. UCSD shall use commercially reasonable efforts to monitor the contractors' work to prevent any damage to the murals on the exterior of the Che Café Facility.
- 37.4.** UCSD will provide storage for the Che Café Collective to store valuable fixtures for the duration of the work, which will be available to the Co-op.

38. Interpretation

Everywhere this Agreement uses the term "Co-op", such term refers to each of the four Co-ops individually (i.e., the Food Cooperative, Che Café Collective, Groundwork Books, and the General Store). Everywhere this Agreement uses the term "Co-ops", such term refers to all of the Co-ops collectively and applies to each of the four Co-ops individually. Everywhere in this Agreement where a specific Co-op is identified by name, such term refers only to that Co-op alone. This Agreement was negotiated by the Parties who were each represented by counsel.

39. Exhibits

Attached hereto are Exhibits A through G, each of which constitutes an integral part of this Space Agreement.

[Remainder of Page Intentionally Blank]

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

Name (Print):

JEFF W. GRAMHAM

Title:

Exec Director, Real Estate

Date:

7/28/2017

CHE CAFÉ COLLECTIVE INC.

By:

Name (Print):

Raquel Calderon

Title:

Core member

Date:

7/22/2017

GROUNDWORK BOOKS INC.

By:

Name (Print):

Luca Vallino

Title:

Core Member

Date:

7/21/2017

THE GENERAL STORE

By:

Name (Print):

Mohamed Al Elew

Title:

co-member

Date:

07/22/2017

THE FOOD COOP

By:

Name (Print):

Tom Corringham

Title:

Co-officer

Date:

2017 VII 22

IN SUPPORT AND IN ACCORD:

Associated Students of UCSD

By:

Name (Print):

Title:

Date:

Graduate Student Association of UCSD

By:

Name (Print):

Title:

Date:

Exhibit A-1
Premises for Che Cafe Cooperative
UC San Diego Campus
1000 Scholars Dr. South
La Jolla, CA 92093
(Unshaded Areas Only)

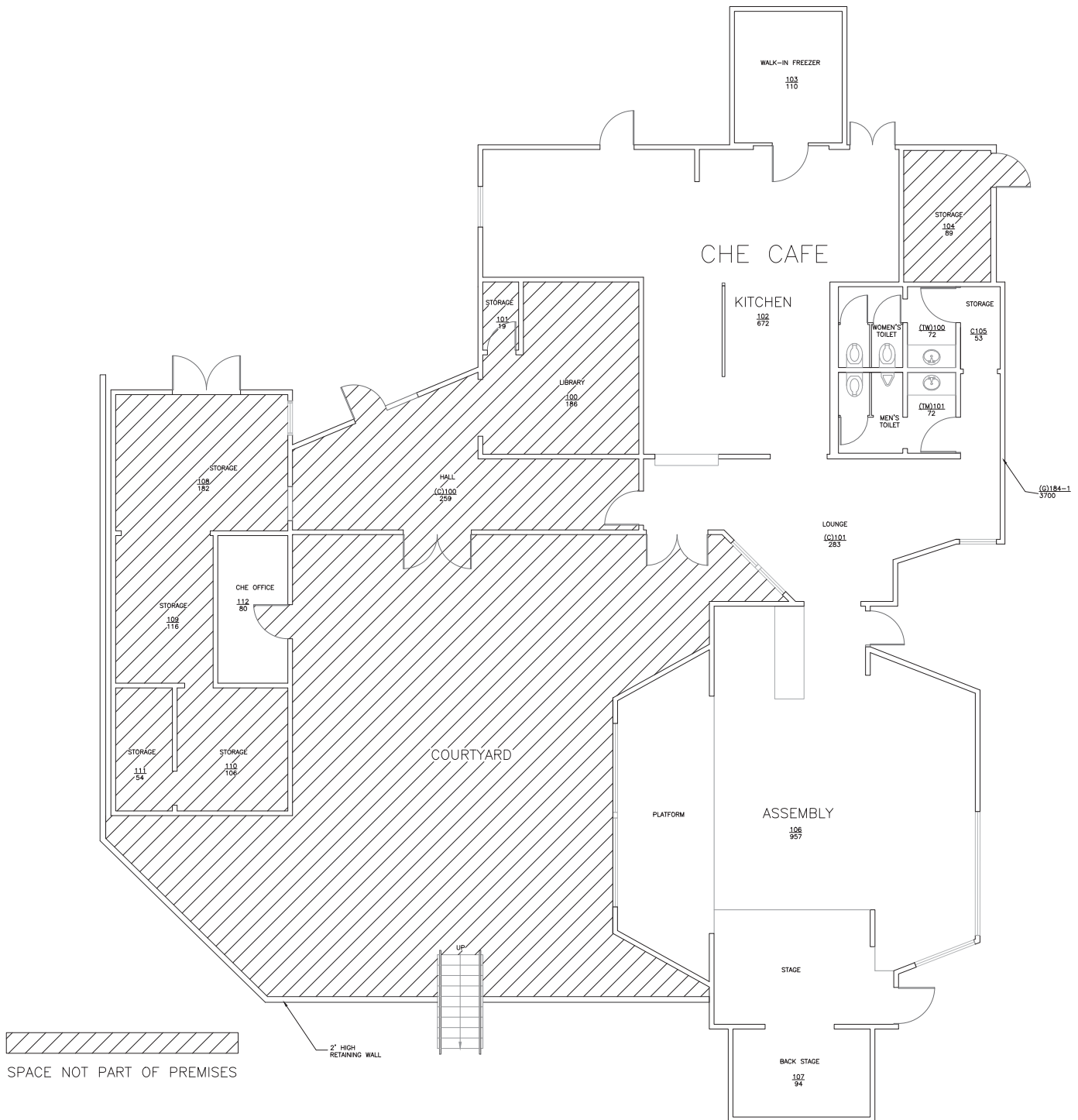


Exhibit A-2
Premises for Food Cooperative
Student Center Bldg. F, #102
UC San Diego Campus
(Unshaded Areas Only)

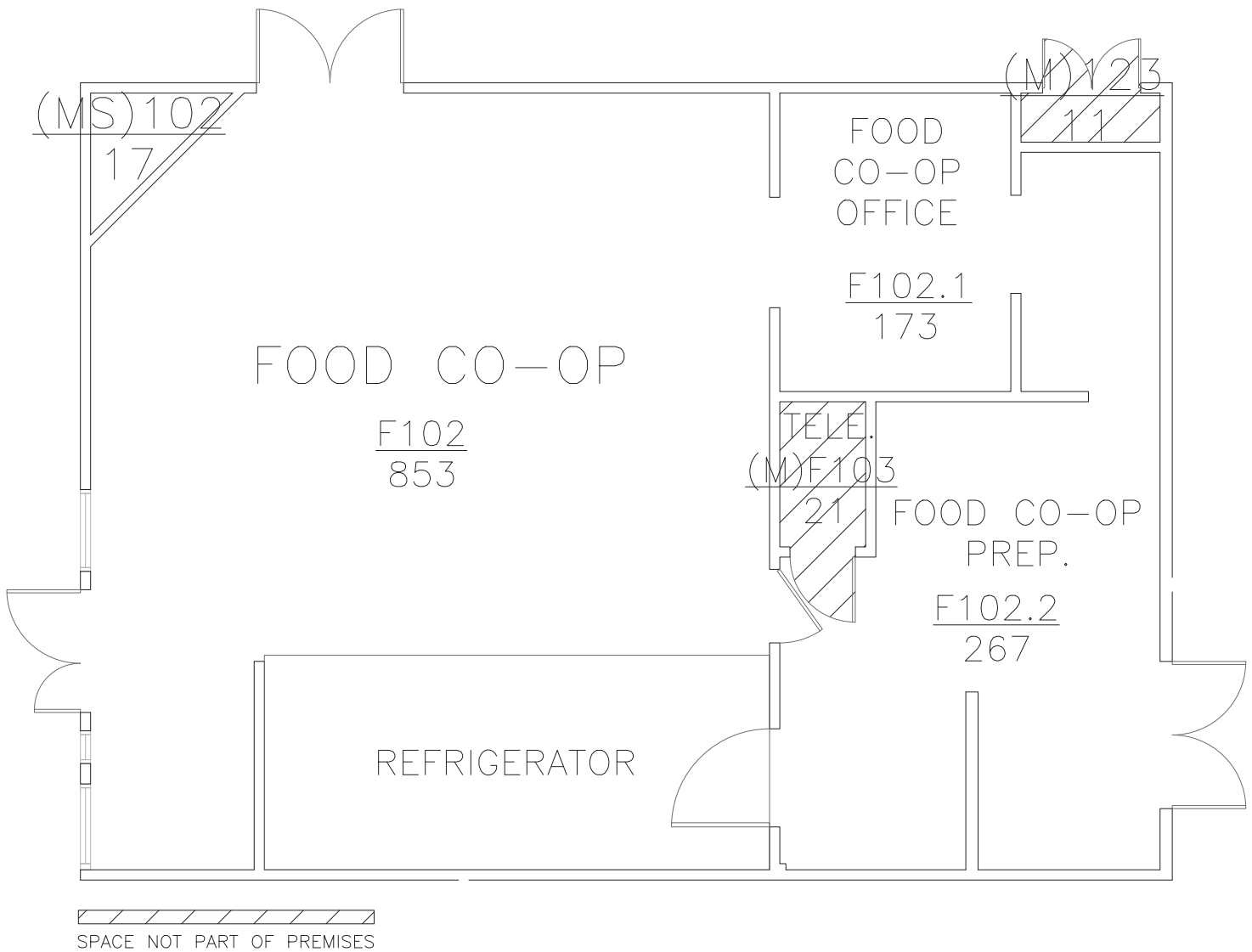


Exhibit A-3
Premises for General Store
Student Center Bldg. F, #101
UC San Diego Campus
(Unshaded Areas Only)



Exhibit A-4
Premises for Groundwork Books
Student Center Bldg. H, #102
UC San Diego Campus
(Unshaded Areas Only)

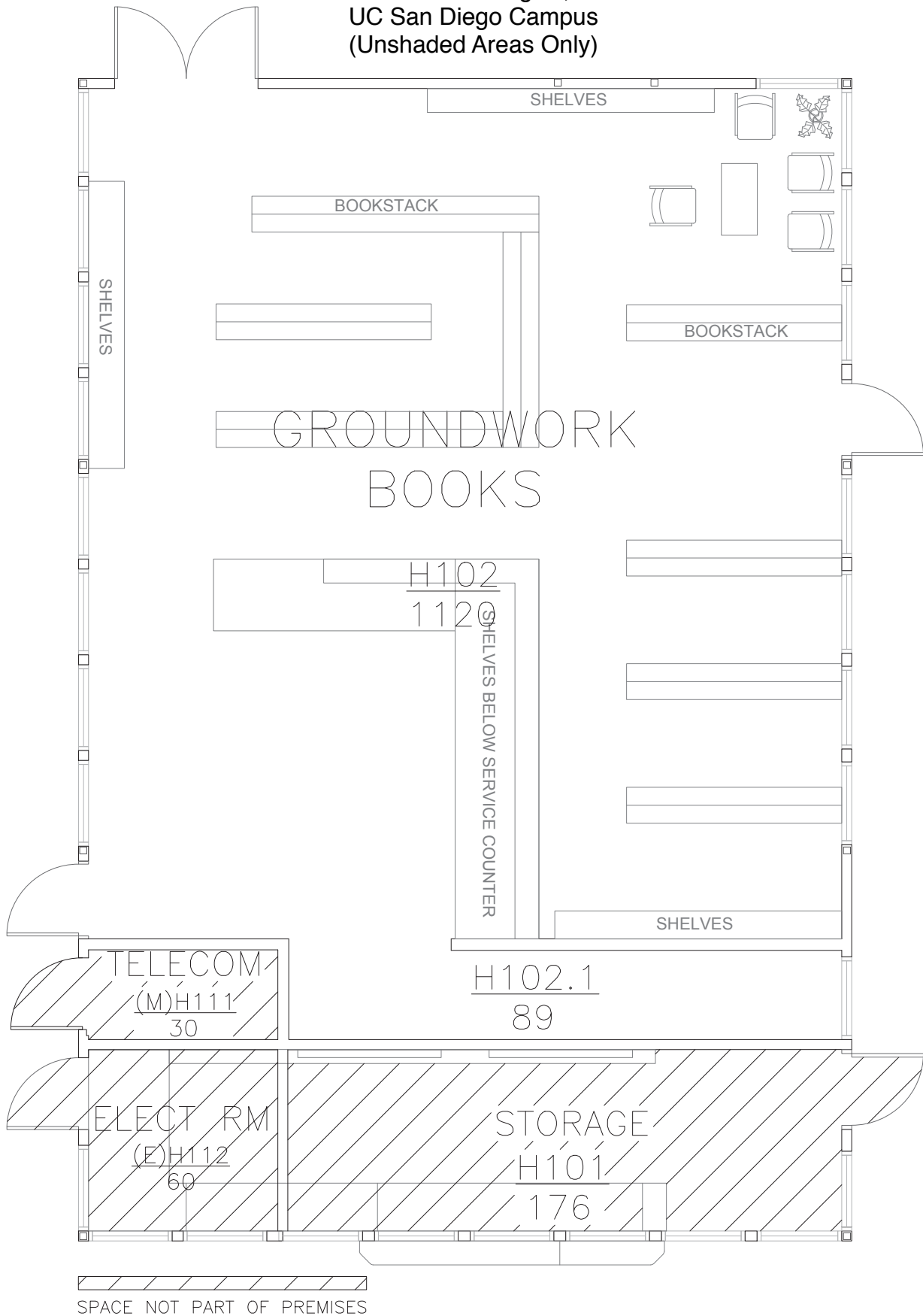


EXHIBIT B

Permitted Uses for Each Co-op Premises

Food Co-op

The Premises shall be used and occupied only for the purpose of selling to UCSD students and the UCSD community on a non-profit basis vegan food items, prepared on-site or pre-packaged, or any other use, which, in the opinion of the Director of University Centers in consultation with UCAB, is reasonably comparable, and for no other purpose. The Coop may not use grilling, baking, frying or other means of preparing food that requires an exhaust hood within the Premises, since a kitchen exhaust hood system will not be installed in the Premises. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, drugs, or drug paraphernalia.

Che Café Collective

The Premises shall be used and occupied only for the purpose of providing all-ages programming and meeting space and selling, on a non-profit basis, vegan food items, prepared on-site or pre-packaged, or any other use, which, in the opinion of the Director of University Centers in consultation with the UCAB, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, drugs, or drug paraphernalia.

Groundwork Books

The Premises shall be used and occupied only for the purpose of (i) selling books, periodicals, posters, postcards, t-shirts, and similarly related items on a non-profit basis, and (ii) sponsoring programs and study groups, or any other use, which, in the opinion of the Director of University Centers in consultation with the UCAB, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, drugs, or drug paraphernalia.

General Store

The Premises shall be used and occupied only for the purpose of providing a wide variety of convenience products and pre-packaged foods on a non-profit basis to reduce the cost of living for students, staff, and the people of the UCSD community, or any other use, which, in the opinion of the Director of University Centers in consultation with the UCAB, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drugs, or drug paraphernalia.

EXHIBIT C

INSURANCE REQUIREMENTS

Each Co-op, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and shall obtain, keep in force, and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

For the Che Café Collective

1. Each Occurrence	\$3,000,000
2. Products/Completed Operations Aggregate	\$2,000,000
3. Personal and Advertising Injury	\$2,000,000
4. General Aggregate	\$5,000,000

For the Food Cooperative

1. Each Occurrence	\$2,000,000
2. Products/Completed Operations Aggregate	\$2,000,000
3. Personal and Advertising Injury	\$2,000,000
4. General Aggregate	\$5,000,000

For the General Store

1. Each Occurrence	\$1,000,000
2. Products/Completed Operations Aggregate	\$2,000,000
3. Personal and Advertising Injury	\$2,000,000
4. General Aggregate	\$2,000,000

For Groundwork Books

1. Each Occurrence	\$1,000,000
2. Products/Completed Operations Aggregate	\$2,000,000
3. Personal and Advertising Injury	\$2,000,000
4. General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Delivery Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

(d) Workers' Compensation as required by California law.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and Landlord against other insurable risks relating to performance.

The coverages referred to under (a) and (b) of this paragraph shall include the Regents of the University of California as an additional insured.

EXHIBIT D

EVENT PROGRAMMING RULES AND REGULATIONS FOR CHE CAFÉ

Che Cafe core members (who may or may not be principal members) must provide information to the University Centers related to programming at the Che Café. The Principal Members of the Che Café assume full responsibility for all programming events at the Che Café. The Principal Members assume full responsibility for the financial status, actions, and programs at the Che Cafe. Che Café Principal Members must comply with all applicable University of California rules and State, Federal, and local laws and are responsible for ensuring that all users of the Che Café facility comply with the same rules and laws.

Contracting Artists/Performers

Board Members of the Che Café will have complete financial responsibility for all contractual agreements between any artists/performers performing in the Che Café facility. The agreement with the artist/performer shall include the following statement which shall be initialed by the artist/performer: “The Parties to this agreement acknowledge that the Regents of the University of California (including its San Diego campus (UCSD)) has no obligation, responsibility or liability as to any Artist who is a party to this agreement.”

The Che Café agrees to use the standardized Artist Agreement form (Exhibit D-1) or to include the approved Artist Rider (Exhibit D-2) in all Artist agreements. The representative of the Che Café submitting the electronic form contract must include his/her email address. At least one Che Cafe student member must sign all artist/performer contracts (but other Che Café members may sign artist/performer contracts as well). At least one person from each band/artist group shall sign the contract for their group. The Che Café shall retain copies of signed contract in files located at the Che Facility and shall make these contracts available to inspection by University officials on May 1 of each year or if requested for good cause.

Attendance Tracking

Attendance at events shall be tracked through a reliable and consistently applied system. Such system could be implemented through sequentially numbered tickets or through manual counts of people entering and exiting events. The Che Café must record the attendance numbers in a log and must maintain that log in files located at the Che Facility and shall make these available to inspection by University officials upon request.

Incident Reporting Procedures

Any incident involving personal injury or damage to the facility must be reported to the University the day following the event when the incident occurred. Where applicable, such as, but not limited to, incidents where an ambulance is called, there has been an injury, fire, facility damage or the police were called in, an Incident Report must be submitted via the Internet at <http://reportit.ucsd.edu>. The Incident Report must be submitted no later than (7) days following the incident.

Security

At least fourteen days before holding any event at the Che Café facility, the Che Café must register the event using the University Centers Events Management System (EMS); provided however, if the expected attendance at the event is less than twenty people, the event may be registered no less than seven days before the event.

In accordance with UCSD policy 510-1, the University Police, Environment, Health and Safety, the University Centers and other relevant University officials shall evaluate public events on an individual basis. The following information, which must be included in the EMS reservation, shall be used to determine security needs:

PPM 510 Requirement:

Che Programming Assumptions:

a) Time and Date of the event	Required
b) Estimate of the attendance/size of the anticipated audience or participants (provided by Event Sponsor) and crowd control plans.	Required
c) Age of the people attending the public event.	All ages at all times
d) Open to the public or only open to University students, faculty and staff.	Not required
e) Presence of valuable property or large sums (band equipment and large money crowds)	
f) Performer's past history with public events and the type/composition of crowd expected.	Required (if known)
g) Event sponsor's past history in sponsoring public events.	Not Required
h) Number of Event Sponsor personnel working at the public event.	Not Required
i) Number, experience, and function of University personnel (exclusive of University Police and EH&S) available to staff the public event.	Not Required
j) Attendance: 1) by invitation only; 2) admission charged or tickets sold at the door; 3) Free; 4) Advance tickets to be issued or sold.	Required
k) Advertising on or off campus.	All Che Café events shall be advertised on & off campus.
l) Information indicating potential disruptions such as opposing group protests or special public safety considerations.	Required

m) Presence of alcoholic beverages at the event	Alcohol is not permitted at Che Café events
n) Nature and intended use of facility.	Not Required
o) Special effects, noise levels, or pyrotechnics.	Required
p) Facilities Policies Per Master Space Agreement	Required
q) The type of seating (e.g.-festival, reserved, etc.) may complicate the Event Sponsor's ability to provide adequate security in certain UCSD venues such as RIMAC, the Main Gymnasium and Price Center Plaza. Due to audience safety Concerns, events proposing festival seating shall Be carefully reviewed to ensure that appropriate safeguards are used.	Not Required

The approval process is initiated by the Che Cafe through the completion and submitted of the UCSD Event Information Form. In completing the form, the Che Café should provide the required information indicated above. The request shall be reviewed by appropriate University officials and ultimately approved by the University Centers. Event approval, including specific conditions of approval, or event denial must be granted in writing within five (5) business days from the date the request is received. The request is presumed to be approved unless denial is submitted to Che Café in writing.

Commercial activities of registered student organizations

The Che Café will conduct only such commercial activities as have been approved or authorized under the terms of the current Agreement between the Che Café and the University.

EXHIBIT D-1

ARTIST AGREEMENT CHE CAFÉ COLLECTIVE

THIS AGREEMENT is made on _____ between

THE CHE CAFÉ COLLECTIVE, a student organization and nonprofit corporation (hereinafter called "CHE") and _____ (herein called the "Artist")

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. **PERFORMANCE:** Artist agrees to present a performance at the Che Café as follows:

Performance Type:

Date:

Time:

Venue:

Description of Performance Services:

2. **COMPENSATION:** For the performance and activities specified above, as full compensation to Artist, the CHE shall pay to the Artist as follows: _____

All payments for the above performance and activities shall be made payable and deliverable to:

3. **NOTICES.** All notices to be addressed by the CHE to the Artist in connection with this Agreement shall be given in writing to the Artist or the Agent at:

All notices to be addressed by the Artist or the Agent to the CHE in connection with sections 4, 10, 11 of this agreement shall be given in writing to:

CHE CAFÉ COLLECTIVE

9500 Gilman Drive, MC 0077

La Jolla, CA 92093-0077

Email: thechecafe@gmail.com

Facebook: <https://www.facebook.com/che.cafe.collective/>

4. **SOUND LEVEL.** Sound level will be determined by the CHE personnel but shall not exceed a maximum level of 108dBa peak measure at the sound mix area. A continuous average decibel level of no more than 98dBa shall be allowed.

5. **SERVICES TO BE PROVIDED BY THE CHE.** The CHE agrees to furnish venue staffed for the performance described hereinabove and for the necessary set-ups (including lights and stage arrangements, tickets, the sale of tickets, ticket takers and such advertising and other publicity) as deemed necessary by the CHE.

6. SERVICES TO BE PROVIDED BY THE ARTIST. The Artist agrees to provide at the Artist's cost and expense such services, equipment, information and materials as necessary for the effective presentation of the performance. The Artist also agrees to the following: transportation to and from the Che Cafe for the Artist and all of the Artist's baggage and equipment, unless specified in paragraph 5. All lodging, meals, salaries, and expenses for the Artist during the Artist's engagement at the University, unless specified in paragraph 5.

7. INDEMNIFICATIONS. The Artist shall defend, indemnify and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the Artist's officers, employees, sub-contractors or agents. The University shall defend, indemnify and hold the Artist, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the University officers, employees or agents working on its behalf.

8. SMOKE-FREE. The CHE Café is located at the University of San Diego, CA, which is a smoke-free environment. This includes the CHE Café.

9. ACCESSIBILITY. The Artist agrees to comply with measures which will ensure that the Artist's performance and outreach activities are fully accessible in compliance with the Americans with Disabilities Act regulations.

10. NON-PERFORMANCE NOT A DEFAULT. Neither the Artist nor the CHE shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or the University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of the Artist or the CHE.

11. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, the Artist indicates or states that the Artist is unwilling or will be unable to appear or present the performance hereinabove defined on the indicated date, and such failure is not excusable under Paragraph 10 hereinabove, the Artist shall be responsible for the CHE's out-of pocket expenses necessitated either by change of date or cancellation by the Artist after tickets have been printed and/or promotion begun. All such expenses shall be determined by the CHE and will be presented to the Artist with substantiation within thirty (30) days following the contracted date(s) of the Artist's performance, and the Artist shall reimburse CHE by check made payable to the Che Café Collective within ten (10) days following receipt of such statement.

12. The ARTIST and CHE acknowledge that the Regents of the University of California (including without limitation its San Diego campus (UCSD)) has no obligation, responsibility, or liability to ARTIST or any other person in connection with this Agreement.

ON BEHALF OF THE ARTIST

Signature

Date

Printed Name and Title

ON BEHALF OF THE CHE

Signature Date

Printed Name and Title

EXHIBT D-2

ARTIST RIDER CHE CAFÉ COLLECTIVE

Che Café Collective may choose not to use the pre-approved artist agreement provided in this Space Agreement if it uses a standard artist contract issued by the artist's union and that contract includes the provisions stated below as an express part of such contract either as an addendum, exhibit, or rider, regardless of whether the artist is paid or unpaid, and regardless of who books the artist in the space.

THIS AGREEMENT is made on _____ between

THE CHE CAFÉ COLLECTIVE, a student organization and nonprofit corporation (hereinafter called "CHE") and _____ (herein called the "Artist")

In addition to a signed contract and any other agreement, the Artist agrees to the following:

1. **SOUND LEVEL.** Sound level will be determined by the CHE personnel but shall not exceed a maximum level of 108dBa peak measure at the sound mix area. A continuous average decibel level of no more than 98dBa shall be allowed.
2. **SERVICES TO BE PROVIDED BY THE CHE.** The CHE agrees to furnish venue staffed for the performance described hereinabove and for the necessary set-ups (including lights and stage arrangements, tickets, the sale of tickets, ticket takers and such advertising and other publicity) as deemed necessary by the CHE.
3. **INDEMNIFICATIONS.** The Artist shall defend, indemnify and hold the Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the Artist's officers, employees, sub-contractors, representatives, or agents.
4. **SMOKE-FREE.** The CHE Café is located at the University of California, San Diego, which is a smoke-free environment. This includes the CHE Café. Artist shall not smoke anywhere on the UC San Diego campus, including the CHE Cafe.
5. **ACCESSIBILITY.** The Artist agrees to ensure that the Artist's performance and outreach activities are fully accessible in compliance with the Americans with Disabilities Act.
6. **UCSD NOT A PARTY.** The ARTIST and CHE acknowledge that their agreement is exclusively between the Artist and the CHE. They further acknowledge that the Regents of the University of California (including its San Diego campus (UCSD)) has no obligation, responsibility, or liability to Artist or any other person who is a party to this agreement.
7. **ORDER OF PRECEDENCE.** In the event of conflict between this addendum and any other contract or agreement between Artist and the CHE, the terms of this addendum will supersede and take precedence over any conflicting provision or agreement.

ON BEHALF OF THE ARTIST

Signature

Date

Printed Name and Title

ON BEHALF OF THE CHE CAFÉ COLLECTIVE

Signature

Date

Printed Name and Title

EXHIBIT E

RULES AND REGULATIONS FOR CHE FACILITY

1. Sidewalks, exits, entrances, stairways, fire lanes shall not be obstructed by carts, vehicles, or property of the operator of the space. Operators of a space shall not leave trash, recyclable waste, pallets, cleaning supplies, or other property outdoors overnight unless it is in a storage location approved by the University Centers. If operators do not have an arrangement for pick up or return of pallets, operators shall dispose of wooden pallets by placing them by, not in, any University-operated dumpster.
2. A location for disposing of recyclable cardboard will be identified by the University Centers. Operators of space are required to break down all cardboard boxes and stack them in the bin(s) at this location. Operators of a space should minimize the use of locations outside of their space as a temporary holding location for recyclable cardboard or pallets.
3. Operators of space should not discard large unwanted items outside of their space or in the trash dumpster. Contact the University Centers Associate Director by phone or email to schedule a date for a free pick-up service.
4. Use the trash dumpster, not public trash cans, to dispose of large quantities of trash, such as stacks of newspapers. To avoid spills on sidewalks and driveways, food service operators must use leak-proof trash cans or trash bags to dispose of trash.
5. Operators using a grease fryer or any other process in their space that produces inedible kitchen grease/oil shall collect and store grease/oil waste in a suitable rendering tank (should include a lid that can be sealed tight) and arrange for proper disposal according to state laws. Disposal of fat, oil/grease down sinks, floor drains, storm drains, wastewater systems, storm drains or in garbage dumpsters is violation of federal and state laws. Operators must use a suitable means of transporting and emptying grease into its rendering tank grease to make certain that grease is not spilled on the ground.
6. Unless granted permission by UCSD Grounds Department, delivery trucks and cars must use only designated campus parking areas and loading and unloading areas and must not use fire lanes and sidewalks for parking and deliveries.
7. Plumbing fixtures shall be used only for purposes for which they were originally designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Do not use sinks to dispose of food waste unless sinks have garbage disposals. Practice dry clean up. Remove food waste scraps with dry methods such as scraping, wiping or sweeping before using "wet" methods. To prevent food scraps from clogging the plumbing system, the operator of the space should have a garbage disposal or sink strainer in place (1/8 inch or 3/16 inch screen openings) in the drain of each sink including floor sink. Drain screens should not be removed. Damage resulting to plumbing systems from such misuse shall be paid by the operator of the space.
8. Food service and retail shops must provide their own janitorial services for their space.
9. In the event that a fire alarm is sounded, the operator of each space must immediately evacuate the space of all occupants including customers, volunteers, and employees. The University Centers emergency evacuation plan is available at http://universitycenters.ucsd.edu/aboutus_policies_and_procedures.php.

10. Flyers and postings in the Student Center and Che Facility must conform to the posting policy, which is available at: http://universitycenters.ucsd.edu/aboutus_policies_and_procedures.php
11. Operators shall not use their space as a personal residence, such as for sleeping overnight.
12. No animals or pets, with the exception of service animals, shall enter the space of food operators at all times.
13. As a safety precaution, operators shall notify the University Centers Maintenance Supervisor in advance when safes or other heavy equipment are to be taken in or out of the facility. To protect the facility, Centers shall have the right to prescribe the weight and position of heavy equipment and safes. Any damage to the facility caused by installation or removal of operator's property, or done by operator's property while in the facility, shall be repaired at the expense of operator.
14. Flammable products, which may include paints and cleaning supplies, must be stored and disposed of properly according to state and UCSD regulations. Contact the University Centers maintenance supervisor at 534-5238 for more information.
15. Food service operators equipped with an exhaust hood and grease trap must have these units cleaned and serviced on a regular basis. Service of the hood fire suppression systems is required semi-annually by Section 904(a) (5), Title 19, California Code of Regulations. A tag indicating the date of last service, bearing the seal of the State Fire Marshall, must be attached to the manual pull station of each system. Food Service operators are required to provide to University Centers copies of receipts documenting that cleaning and inspection has been conducted. Copies of receipts are to be submitted to the University Centers Lease Specialist biannually.
16. California Health and Safety Code Section 113946 specifies that food service operators must maintain a copy of their most recent inspection report at their space. In addition, food services operators must post a notice in a visible location informing their customers of the availability of the report. Food service operators are required to maintain a copy of all inspection reports on site and make it available for review by the public, upon request.
17. Painting of interior spaces must comply with state and UCSD regulations. Water-based latex paints must be used. Direct application methods must be used, not paint-spraying methods.
18. Carts must be parked and stored in locations designated by the University Centers. Carts used to deliver items can park a maximum of 15 minutes per delivery in designated areas adjacent to the Premises.
19. Use of electric portable space heaters is not permitted.
20. Tenant's point of sale (POS) cash registers shall provide customers with a visual display of the sale amount.
21. Tenant will not install or operate any vending machine in the Premises.
22. Tenant shall not install satellite dishes, antennas, or other such devices to the exterior of the Premises without the written consent of the University Center's director.
23. If Tenant wishes to install a security alarm system in its Premises, the system shall have the capability to automatically silence itself no more than five (5) minutes after sounding.

EXHIBIT F

RULES AND REGULATIONS FOR FOOD COOPERATIVE, GENERAL STORE, AND GROUNDWORK BOOKS

1. Sidewalks, exits, entrances, stairways, fire lanes shall not be obstructed by carts, vehicles, or property of the operator of the space. Operators of a space shall not leave trash, recyclable waste, pallets, cleaning supplies, or other property outdoors overnight unless it is in a storage location approved by the University Centers. If operators do not have an arrangement for pick up or return of pallets, operators shall dispose of wooden pallets by placing them by, not in, the Student Center dumpster.
2. A location for disposing of recyclable cardboard will be identified by the Landlord. Operators of space are required to break down all cardboard boxes and stack them in the bin(s) at this location. Operators of a space should minimize the use of locations outside of their space as a temporary holding location for recyclable cardboard or pallets.
3. Operators of space should not discard large unwanted items outside of their space or in the trash dumpster. Contact the Landlord by email or phone to schedule a date for a free pick-up service.
4. Use the trash dumpster, not public trash cans, to dispose of large quantities of trash, such as stacks of newspapers. To avoid spills on sidewalks and driveways, food service operators must use leak-proof trash cans or trash bags to dispose of trash.
5. Operators using a grease fryer or any other process in their space that produces inedible kitchen grease/oil shall collect and store grease/oil waste in a suitable rendering tank (should include a lid that can be sealed tight) and arrange for proper disposal according to state laws. Disposal of fat, oil/grease down sinks, floor drains, storm drains, wastewater systems, storm drains or in garbage dumpsters is violation of federal and state laws. Operators must use a suitable means of transporting and emptying grease into its rendering tank grease to make certain that grease is not spilled on the ground.
6. Unless granted permission by UCSD Grounds Department, delivery trucks and cars must use only designated campus parking areas and loading and unloading areas and must not use fire lanes and sidewalks for parking and deliveries.
7. Plumbing fixtures shall be used only for purposes for which they were originally designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Do not use sinks to dispose of food waste unless sinks have garbage disposals. Practice dry clean up. Remove food waste scraps with dry methods such as scraping, wiping or sweeping before using "wet" methods. To prevent food scraps from clogging the plumbing system, the operator of the space should have a garbage disposal or sink strainer in place (1/8 inch or 3/16 inch screen openings) in the drain of each sink including floor sink. Drain screens should not be removed. Damage resulting to plumbing systems from such misuse shall be paid by the operator of the space.
8. Food service and retail shops must provide their own janitorial services for their space.
9. In the event that a fire alarm is sounded, the operator of each space must immediately evacuate the space of all occupants including customers, volunteers, and employees. The University Centers emergency evacuation plan is available at http://universitycenters.ucsd.edu/aboutus_policies_and_procedures.php.

10. Flyers and postings in the Student Center must conform to the posting policy, which is available at: http://universitycenters.ucsd.edu/documents/emergency_proc.pdf
11. Operators shall not use their space as a personal residence, such as for sleeping overnight.
12. No animals or pets, with the exception of service animals, shall enter the space of food operators at all times.
13. As a safety precaution, operators shall notify the University Centers Maintenance Supervisor in advance when safes or other heavy equipment are to be taken in or out of the facility. To protect the facility, Centers shall have the right to prescribe the weight and position of heavy equipment and safes. Any damage to the facility caused by installation or removal of operator's property, or done by operator's property while in the facility, shall be repaired at the expense of operator.
14. Flammable products, which may include paints and cleaning supplies, must be stored and disposed of properly according to state and UCSD regulations. Contact the University Centers maintenance supervisor at 534-5238 for more information.
15. Food service operators equipped with an exhaust hood and grease trap must have these units cleaned and serviced on a regular basis. Service of the hood fire suppression systems is required semi-annually by Section 904(a) (5), Title 19, California Code of Regulations. A tag indicating the date of last service, bearing the seal of the State Fire Marshall, must be attached to the manual pull station of each system. Food Service operators are required to provide to University Centers copies of receipts documenting that cleaning and inspection has been conducted. Copies of receipts are to be submitted to the University Centers Lease Specialist biannually.
16. California Health and Safety Code Section 113946 specifies that food service operators must maintain a copy of their most recent inspection report at their space. In addition, food services operators must post a notice in a visible location informing their customers of the availability of the report. Food service operators are required to maintain a copy of all inspection reports on site and make it available for review by the public, upon request.
17. Painting of interior spaces must comply with state and UCSD regulations. Water-based latex paints must be used. Direct application methods must be used, not paint-spraying methods.
18. Carts must be parked and stored in locations designated by the University Centers. Carts used to deliver items can park a maximum of 15 minutes per delivery in designated areas adjacent to the Premises.
19. Use of electric portable space heaters is not permitted.
20. Tenant's point of sale (POS) cash registers shall provide customers with a visual display of the sale amount.
21. Tenant will not install or operate any vending machine in the Premises.
22. Tenant shall not install satellite dishes, antennas, or other such devices to the exterior of the Premises without the written consent of the Landlord.
23. If Tenant wishes to install a security system in its Premises, the system shall have the capability to automatically silence itself no more than five (5) minutes from sounding.

EXHIBIT G

{Remainder of Page Intentionally Left Blank}

2 This Memorandum of Understanding ("Agreement") is entered into this
3 Third day of May 1993, by and between the University of California, San
4 Diego, its agents, officers, representatives, and employees (hereinafter
5 referred to as "UCSD"), the Associated Students (herein-after referred to as
6 "AS"), and the Graduate Student Association (hereinafter referred to as
7 "GSA"), to which UCSD has delegated certain responsibilities, including the
8 responsibility to enter into this agreement and to undertake the obligations
9 herein, and the General Store Co-op, Ché Café, Groundwork Books, Food Co-
10 op, and Recycle Co-op (hereinafter referred to collectively as "Co-ops"), with
11 reference to the following:

12
13 RECITALS

14
15 WHEREAS, Groundwork Books moved to the UCSD campus in 1975 and the
16 other Co-ops originated there subsequently;

17
18 WHEREAS, the Co-ops have been registered student organizations since 1975;

19
20 WHEREAS, disputes have arisen between the Co-ops and the UCSD
21 Administration regarding the status and oversight of the Co-ops;

22
23 WHEREAS, the Co-ops filed grievances against the UCSD Administration on
24 December 19, 1991, February 3, 1992, and July 23, 1992;

25
26 WHEREAS, the UCSD Administration filed charges against the Co-ops and
27 individual Co-op members on December 15, 1992;

WHEREAS, the AS and GSA entered into the negotiations in an effort to preserve the types of services provided by the Co-ops;

WHEREAS, the AS and GSA are willing to assume liability, responsibility and oversight for the Co-ops as set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual promises, covenants, and conditions contained herein, agree as follows:

I. Co-ops: Status, Rights and Responsibilities

A. Status: The Co-ops are unincorporated associations which are run and operated on a non-profit basis with no intention of generating profits and with no personal monetary gain (excluding wages and benefits) accruing to any individuals. The Co-ops have historically been UCSD registered student organizations and may continue to be so under the same registration process applicable to all other registered student organizations, subject to paragraph IX.B. The Co-ops have provided and continue to provide educational and programming activities which are available to UCSD students.

B. Rights: Subject to oversight by the AS and GSA and their resolution that the Co-ops are acting in the best interest of UCSD students and subject to all applicable UCSD Policies and Procedures, the Co-ops may:

1. Continue to have agency accounts for the purpose of paying for space and for departmental re-charges by UCSD. Balances in these accounts must be sufficient to cover outstanding recharges;
2. Have outside checking accounts; and
3. May invest Co-op funds in savings or money market funds.

57 C. Responsibilities: Subject to oversight by the AS and GSA, the Co-ops shall
58 be responsible for the following, including, but not limited to: hiring and
59 firing of personnel (including the right to hire consultants and
60 independent legal counsel), job descriptions, wage and benefit policies,
61 personnel policies, internal decision making procedures, price-setting,
62 stocking, inventory, capital purchases, merchandising decisions, volunteer
63 policy, record keeping, loan policy, donation policy, programming, and
64 accounting. Co-ops shall not employ their employees through the UCSD
65 Personnel Office. Any person who is regularly employed by a Co-op shall
66 be treated as an employee and not an independent contractor.

67
68 D. Co-ops shall maintain control of Co-op assets until dissolution. In the
69 event of the dissolution, a Co-op shall give all of its remaining assets,
70 subject to its liabilities, to one of the following, at the Co-op's option: a)
71 another UCSD Co-op; b) UCSD student government; or c) a UCSD
72 campus unit. In the event that University systemwide registered student
73 organization regulations do not allow any off-campus accounts, a Co-op,
74 upon dissolution, shall also have the option to give all of its remaining
75 assets to any University of California (non-profit) corporation or
76 University of California unincorporated association which has been
77 determined to be exempt from income tax pursuant to California Revenue
78 and Taxation Code section 23701 and Internal Revenue Code section
79 501(c). In addition to the distribution of assets described above, in the
80 event that a Co-op chooses to take its assets off-campus, a Co-op shall,
81 upon dissolution, also use a portion of its assets to establish a scholarship
82 fund of \$10,000 to be set aside in trust to benefit UCSD students pursuing
83 socially beneficial studies; the trust instrument, shall include one
84 representative from each Co-op, one representative from the A.S., and one

representative from the GSA. Co-op(s) shall, to the extent possible,
endeavor to keep Co-op assets within the UCSD community.

E. Programming in non-allocated and allocated Co-op Facilities:

1. Co-ops may reserve programming and meeting space in UCSD facilities pursuant to the same terms and conditions available to other registered student organizations.

2. The UCSD Administration recognizes that programming is integral to the purpose and continued functioning of the Ché Café. Therefore, to ensure that Co-op programming can, to the greatest extent possible, continue to be within the Co-op's authority, the parties agree to modify the blue-forming process with the following procedure for Co-op programming of events. Co-op shall assume liability for any and all loss, expenses (including reasonable attorney's fees) or claims for injury or damages arising out of programming. These procedures will be implemented at such time as a given Co-op has appropriate insurance as approved by the UCSD Risk Management Office.

a. Reservations: The Ché Café shall have first priority to programming of events within the Ché Café facility including the patio area. Any reservation of the Ché Café facility by a group other than the Ché Café must be approved by the membership of the Ché Café Collective. The Ché Café Collective has five (5) days to respond to such requests. If Co-ops wish to program any events outside their leased spaces, they must go through the standard programming space reservation process.

b. Ticketing: Co-ops shall have the right to ticket their events, provided that they follow proper ticketing procedures, good business practice, and their collective structure. Ticketing shall conform to facility capacity. Co-ops shall have a minimum of two

114 people, one seller and one taker, at the event. Numbered tickets
115 shall be sold and the ticket stubs retained. At the end of the event,
116 the ticket stubs and cash will be counted and the amount of overage
117 or shortage of money recorded and accounted for through the Co-
118 op's accounting procedures. An event report shall be filed by the
119 Co-op and sent to the Co-op's adviser within ten (10) working days.
120 A Co-op may contract with the Box Office to sell tickets for an event.
121 c. Notice: Co-ops shall, in cooperation with their adviser, give a
122 minimum of two (2) weeks notice to the UCSD Administration
123 regarding the scheduling of programmed events. The following
124 information shall be indicated in writing from the Co-op to Student
125 Government Services:
126 1) Date and duration of the event;
127 2) Number of people expected at the event;
128 3) Type of amplified music;
129 4) Whether or not alcoholic beverages will be permitted in such an
130 event, the Co-op shall comply with appropriate UCSD Policies
131 and Procedures;
132 5) Whether or not the event is free or shall be ticketed;
133 6) Proposed Co-op security arrangements;
134 7) Whether the Co-op desires to pay UCSD to provide any services
135 (clean-up, security, sound, etc.);
136 8) Person or persons in charge of event; and
137 9) Names of artists scheduled for event;
138 d. Security: Co-ops and the UCSD Police Department shall work
139 together to determine operating guidelines regarding security,
140 including the number of Co-op personnel working on security at
141 events. Within these guidelines, Co-ops shall have the right to

conduct their own security at Co-op sponsored events in Co-op assigned spaces. In the event that the Co-op chooses to hire an outside security firm, they may do so provided that they clear said firm with the UCSD Police Department. Nothing in this paragraph shall affect the ability of UCSD to provide for such additional security as it may consider subject to the same regulations applied to any other registered student organization.

e. The UCSD Administration must inform the Co-op(s) of any objections to the Co-op event within five (5) working days of receiving notice of the event, so that the Co-op may make any needed adjustments to ensure the smooth and safe functioning of the event.

f. Co-ops have the right to issue contracts for performers and shall assume full liability for any such contract. A copy of the contract will be submitted with the event report.

F. Co-ops shall comply with all state and federal laws and regulations and with all applicable University of California and UCSD Policies and Procedures.

G. Co-ops shall cooperate with AS and GSA in AS and GSA oversight activities. Co-ops shall, in a timely manner, prepare and provide AS and GSA with copies as following:

1. Monthly disbursement journals by the 15th day of the following month.

2. Not less than quarterly income and expense reports (including reports of capital purchases in excess of \$1000.00) within 45 days of the end of each quarter.

- 170 3. Year-end reports (including inventory evaluation) on or before October
171 15 of each year.
- 172 4. Annual CPA audits within 30 days after completion of the audit. Co-
173 ops shall select the CPA. The engagement letter shall be mutually
174 agreed upon by the AS, GSA, and Co-ops.
- 175 *EDD IRS NO* 5. Annual state and federal tax returns within 30 days of filing and no
176 later than December 15 of each year.
- 177 *IRS NO* 6. Documentation of payment of withholding for income taxes within 30
178 days of filing.
- 179 *EDD NO* 7. Documentation of payment of unemployment insurance on a
180 quarterly basis within 30 days after the payment is due.
- 181 *State YES* 8. Documentation of payment of workers' compensation on a quarterly
182 *Fund* basis within 30 days after the payment is due.
- 183 *NO* 9. Documentation of payment of state disability insurance on a quarterly
184 basis within 30 days after the payment is due.
- 185 *NO* 10. Documentation of payment of Social Security (FICA) on a quarterly
186 basis within 30 days after the payment is due.
- 187 *YES* 11. Current Co-op Charters by October 15 of each year, and any
188 amendments thereto, within 30 days of the adoption thereof.
- 189 *YES* 12. Sales tax reporting information submitted no later than 30 days after
190 payment is due.
- 191 *State Board Equalization* H. Failure to provide the AS and GSA Oversight Committee with copies of
192 any of the reports described immediately above or failure to provide a copy
193 of a valid extension granted by the Franchise Tax Board and/or the
194 Internal Revenue Service, regarding items 5, 6, 7, 8, 9, 10 or 12 within the
195 stated time shall result in a probation period. During said probation
196 period, the Oversight Committee shall send written notification, through
197 UCSD messenger services, that this required documentation has not been

received. Upon receipt of this notification, the Co-op(s) shall have fifteen (15) days to supply the required documentation or a valid extension. Failure to do so shall result in automatic termination. During the said fifteen (15) day extension there shall be a meeting with the Co-op(s) in question to discuss this issue. The Co-ops shall be responsible for all fines levied against them by federal and state agencies. If such termination occurs, the parties shall have the same options provided in Article IX E.

Failure to provide the Oversight Committee with copies of any of the reports described in items 1, 2, 3, 4 or 11 within the stated time shall result in an immediate investigation by the Oversight Committee. A report by the Oversight Committee regarding the situation (and the Committee's recommendations) shall be presented to both the AS and GSA Councils no later than thirty (30) days after the start of the investigation. The Councils shall have the option to vote provided it has been proven that Co-op(s) have violated Section VII.C.1 and 5. The Councils shall have the option to vote (per Article IX) on whether their involvement with the Co-op(s) in question shall continue. This vote shall occur if a majority of either Council resolves to do so. The Co-op(s) shall be informed if such a vote occurs. If such a vote terminates the Agreement, the parties shall have the same options provided in Article IX E.

All reports above (1-12) shall be received according to standard AS business practices which include the issuance of a receipt at the time of delivery.

224 I. The Co-ops shall be responsible for all Co-op internal financial and
225 organizational operations, subject to AS and GSA oversight, as specified in
226 this Agreement.

227

228 J. The Co-ops shall operate their retail activities in accordance with sound
229 business practices and their collective structure, subject to AS and GSA
230 oversight.

231

232 K. The Co-ops shall comply with their respective Student Organization
233 Charters; provided, however, that the terms of this Agreement shall
234 prevail in the event of a conflict between the Charter(s) and this
235 Agreement.

236

237 L. The Co-ops shall respond within a reasonable time to complaints against
238 them by employees or customers.

239

240 M. Financial Arrangements: The Co-ops shall pay the amounts specified in
241 the Master Space Agreement, attached hereto and incorporated herein as
242 Exhibit 1.

243

244 N. Tax-Exempt Status: As a condition of this Agreement, each Co-ops shall
245 maintain non-profit unincorporated association status or non-profit
246 incorporated status. Each Co-op will also seek tax-exempt status from the
247 State Franchise Tax Board (FTB) and the Internal Revenue Service (IRS).
248 Each Co-ops shall file for such determination with the FTB within ninety
249 (90) days of execution of this Agreement and with IRS on or before July 1,
250 1993. It is understood that Co-ops shall assume all liabilities which may be
251 assessed by FTB and IRS.

252
253 Assuming no significant changes in the activities which would reasonably
254 bring into question the following representations, the Vice Chancellor of
255 Student Affairs, on behalf of the UCSD Administration, will provide
256 letters (reviewed by all parties) stating the following to the FTB and IRS:
257 1. The Co-ops are registered student organizations of the University of
258 California, San Diego.
259 2. The Co-ops provide beneficial services to the UCSD student body and
260 campus community.
261 3. The Co-ops also provide educational and programming activities to
262 UCSD students which support and contribute to the University's
263 educational mission.
264
265 O. The Co-ops shall provide the AS, GSA, and UCSD Administration with
266 copies of their applications for tax-exempt status and copies of all
267 correspondence with the FTB and IRS during the period of their review of
268 the applications. The Co-ops shall notify the AS, GSA, and the UCSD
269 Administration of decisions reached by the FTB and IRS within five (5)
270 days of receipt thereof. In the event that the Co-ops are unable to obtain
271 both state and federal exempt-status, they will retain registered student
272 organization status at UCSD subject to terms of this Agreement and shall
273 pay all taxes required by IRS and FTB and shall report payments to the A.S.
274 and GSA. Failure of a Co-op(s) to retain non-profit status, does not imply
275 that the Co-op(s) must be dissolved. A Co-op(s) shall retain student
276 organization status at UCSD during a re-negotiation period not to exceed
277 sixty (60) days unless extended by mutual consent of all parties. This
278 Agreement will terminate unless extended, at the end of said period.
279 During this re-negotiation period the status of the Co-op(s) at UCSD, and

the applicability of this Agreement will be determined. In the event that no agreement is reached within said period, Co-op assets will be identified and distributed as follows:

1. In a manner agreed upon as a result of these negotiations or
2. To the entities identified in paragraph I.D. of this Agreement.

P. The Co-ops shall pay all taxes and penalties required by IRS and FTB and shall report payments to the AS and GSA.

Q. Co-ops shall provide the UCSD Risk Management Office with copies of the following:

1. Annual documentation of liability insurance as required by the UCSD Risk Management Office, subject to the terms of paragraph XI, and notice of any changes thereto, within 30 days of said changes.

R. The Co-ops shall not express or imply in any way that the Regents of the University of California, its agents and employees, are parties to any contract or have any responsibilities in connection therewith. Co-ops shall inform all current and future vendors or contractors in writing, of this disclaimer.

II. Responsibilities of UCSD Administration

A. All decisions regarding the oversight of Co-op operations shall be decided by the AS and GSA (and not the Administration) except non-compliance with the following which the Administration shall oversee:

1. Health and safety regulations
2. UCSD Policies and Procedures except as specified in this Agreement
3. State law
4. Federal law
5. The terms of this Agreement

310 6. Insurance Requirements

311 7. Indemnification Requirements

312

313 B. Except in the case of emergencies, in the event the UCSD Administration
314 believes that a Co-op has violated one of the items described in paragraph
315 II.(A)1-7 above, it will provide the AS and GSA and the respective Co-op
316 with written notice specifying the violations and an opportunity for the
317 Co-op to remedy the alleged violation(s). For the purposes of this
318 Agreement, the Master Space Agreement and the Sub-Space agreements,
319 "Emergency" shall be defined as: "a situation in which human life or
320 property is in clear and immediate jeopardy and prompt summoning of
321 aid is essential."

322

323 C. All disputes regarding items 2 and 5 above shall first be directed to the AS
324 and GSA for informal resolution by the Oversight Committee established
325 in IV.B. Resolution shall be in a timely manner, not to exceed 30 days,
326 unless extended by all parties.

327

328 D. Upon agreement to this memorandum, the University Center Staff shall
329 continue to provide financial oversight duties for the Co-ops until June
330 30, 1993, at which time all financial records and accounting shall be
331 handled by the Co-ops with off campus accounts.

332

333 E. Nothing in this agreement shall affect the authority of the University as
334 an owner of the facilities to comply with legal requirements (per Article II;
335 Section A; 1, 3, and 4) or to secure the facilities against loss or damage
336 provided that the rights of the Co-ops as tenants are respected as provided
337 in the space agreements.

338
339 III. Role of the student facilities board: The AS and GSA may seek the advice of
340 the student facilities board. The status of the University Center Board is the
341 subject of pending litigation as of the date of execution of this Agreement and
342 is not addressed herein¹
343
344 IV. Role of AS and GSA :
345 A. The AS and GSA will assume financial liability, responsibility, and
346 oversight for the Co-ops as described in Paragraphs VII, VIII, and IX of this
347 Agreement. To the extent that the Co-ops fail to indemnify UCSD, the AS
348 and GSA shall accept financial liability for the acts and omissions of the
349 Co-ops and AS and GSA funds shall be used for payment for such
350 failure(s) by Co-ops.
351
352 B. The Oversight Committee shall be made up of eight (8) voting and one (1)
353 non-voting student members. Five (5) voting members shall be selected
354 by the AS (the AS Vice President Finance, the AS Commissioner of
355 Operations/Services and Enterprises, and three (3) selected by the AS
356 Council); two (2) voting members shall be selected by the GSA (the GSA

¹ A dispute currently exists between the University Center Board ("UCB") and the UCSD Administration. A lawsuit by the UCB has been filed asking the court to determine the UCB's legal rights. The Administration has responded by purportedly "disestablishing" the UCB and replacing it with a newly created "Advisory Board." The Co-ops and the GSA believe the appropriate facilities board should be the UCB and the Administration disagrees. Therefore, for purposes of completing this document, the generic term "established facilities board" has been adopted until such time as the UCB's lawsuit has been resolved.

357 Vice President Finance and one (1) selected by the GSA Council); and one
358 (1) voting member will be selected by student facilities board. The Co-ops
359 shall select one (1) student to represent them as a non-voting member to
360 this Oversight Committee. The Chair of the Committee shall be selected
361 by the Committee and shall vote only in the case of a tie.

362
363 C. The budget for the Oversight Committee shall be addressed in the Master
364 Space Agreement.

365
366 D. The Oversight Committee shall be responsible for the following:
367 1. Reviewing all documents and reports submitted to the AS and GSA by
368 the Co-ops.
369 2. Informal dispute resolution as specified herein.
370 3. Publishing reports to the AS and GSA Councils, the student body, and
371 the UCSD Administration, as provided herein.
372 4. Making recommendations to both the AS and GSA Councils regarding
373 their Co-op resolutions.

374
375 V. Recycle Co-op: The Recycle Co-op does not need a space agreement at this
376 time but has the option to request space. The Recycle Co-op may receive
377 lockable office space free of charge via an annual space allocation process
378 through the student facilities board. At the option of the Recycle Co-op, the
379 AS and GSA may serve the same functions with regard to the Recycle Co-op's
380 registered student organization status as they serve in respect to the other Co-
381 ops. Additionally, UCSD may negotiate an agreement with the Recycle Co-op
382 for recycle services. UCSD recognized the special nature of the Recycle Co-op
383 and will seek to work out an agreement with them. Any such agreement

shall specify which party or parties shall be responsible for Recycle Co-op liability insurance and the type of insurance required.

VI. Autonomy: The UCSD Administration is committed to the concept of AS and GSA becoming organizationally, financially and operationally autonomous if the AS and GSA so choose and if the AS and GSA accept the necessary responsibilities associated with those decisions. The AS and GSA will seek and may, subject to the concurrence of the University and the AS and GSA, obtain organizational, financial, and operational autonomy. The AS and GSA may use AS and GSA funds and activity fees for the legal fees in connection with the negotiation of their autonomy. The AS and GSA, collectively or individually, shall file a proposal(s) for autonomy with UCSD Administration on or before November 1, 1993, and the UCSD Administration shall engage in negotiations within 30 days of receipt of said proposal(s). The UCSD Administration, will draft a letter to the Regents supporting the AS and GSA request for autonomy, provided a mutually acceptable agreement is reached as follows:

- A. The AS and GSA are recognized as official student government bodies of the University of California, San Diego;
- B. The AS and GSA assume oversight responsibilities with regard to the Co-ops; and
- C. The AS and GSA shall remain accountable to the UCSD Administration.

The parties agree that when and if the AS and/or GSA become autonomous, a new Memorandum of Understanding may be negotiated as deemed necessary by the parties of the autonomy agreement(s); provided, however, that the parties will make their best efforts to reiterate the substantive covenants contained herein.

412

413 VII. AS and GSA Oversight of the Co-ops shall consist of:

414 A. Receipt and timely review of the materials described in paragraph I (H) 1-
415 12 which are submitted by Co-ops.

416

417 B. Appropriate follow-up if Co-op(s) fail to submit the materials described in
418 paragraph I.H.1-12 or if AS and GSA has questions regarding said
419 materials.

420

421 C. Determining whether each Co-op is acting in the "best interests of
422 students" based on the following factors:

423 1. Whether the Co-op's financial practices are sound, based on financial
424 and CPA reports;

425 2. Whether the Co-op's membership and access to decision-making
426 remains open to students;

427 3. Whether the Co-op has reasonable pricing policies;

428 4. Whether the Co-op provides services, educational and/or
429 programming activities;

430 5. Whether the Co-op is financially solvent.

431

432 D. Nothing in this paragraph shall limit the rights or duties of the parties
433 under this or other agreements.

434

435 VIII. AS and GSA Accountability shall be defined as:

436 A. Submitting reports (at least annually) to the UCSD student body and to the
437 UCSD Administration regarding the activities of the Co-ops. The AS and
438 GSA shall provide Co-ops with a copy of said reports.

439

440 B. Notifying (by AS and GSA) the UCSD Administration within ten (10)
441 working days of notice to or knowledge of any failures by the Co-op(s) to

442 comply with the terms of this Agreement, violations of health and safety
443 regulations, University policy and procedures, state and/or federal law or
444 of any complaint and of the action AS and GSA intends to take to obtain
445 compliance by the Co-op(s).

446
447 C. Notifying the UCSD Administration within ten (10) working days of the
448 resolution of any of the matters listed in paragraph VIII.B. above or of the
449 decision reached in any informal complaint or grievance against Co-op(s).
450 It is the intention of parties to resolve disputes informally.

451
452 IX. Renewal Processes

453 A. Space Agreements:

- 454 1. The AS and GSA shall enter into a five-year Master Space Agreement
455 with the student facilities board, approved and executed by the student
456 facilities board chair, the AS, GSA, and the University Centers Director.
457 The AS and GSA may grant two-year renewal options for the Master
458 Space Agreement. The Master Space Agreement will be subject to
459 review and an affirmative vote of the student facilities board. The AS
460 and GSA shall then enter into annual Sub-Space agreements with each
461 of the Co-ops. Signatories to the Sub-Space agreements shall be an
462 authorized signatory who shall be one of the Principal Members of
463 each individual Co-op, the President of the Graduate Student
464 Association, and the President of the Associated Students.
- 465 2. The terms and conditions of the annual Sub-Space agreements shall
466 remain the same from year to year except as agreed to in writing by the
467 parties to the Sub-Space agreements and except for the basic financial
468 arrangements which shall change from year to year as described in the
469 Master Space and Sub-Space agreements. Debt service and direct

470 expenses shall be paid directly to the Regents of the University of
471 California and credited to the University Center Accounts by the AS
472 and GSA.

473 3. Except as provided in paragraph II of this Agreement, there shall be no
474 UCSD Administration direct involvement, override or veto with
475 regard to the enforcement of the Sub-Space agreements.

476 4. This Agreement is conditioned upon satisfactory space agreements
477 being signed by October 31, 1993.

478

479 B. Student Registration Procedure:

480 1. Every year, on or before October 1, the Co-ops shall submit to the AS
481 and GSA a report on each of the Co-op's operations for the previous
482 fiscal year (July 1-June 30). If extraordinary circumstances arise, a Co-op
483 may request an extension of time from the AS and GSA. This report
484 shall include and be based on at least the following items:

- 485 a. Annual CPA audit reports
486 b. Co-op's year-end financial statements
487 c. Co-op's services and educational and/or programming activities
488 d. Copies of IRS Form 990 and FTB Form 199, or where appropriate
489 copies of IRS Form 990-T and FTB Form 109, to be filed by
490 November 15 of each year (per Article I, H, 5).

491 2. The AS and GSA shall vote annually on the recommendation
492 presented by the AS and GSA Oversight Committee. For this vote the
493 GSA vote shall be weighted to be equivalent to the percentage of
494 graduate students in the total campus student population. At the end
495 of the term of each sub-agreement, the AS and GSA shall vote to renew
496 the sub-agreements. The UCSD Administration shall remain neutral
497 regarding any such votes.

a. AS and GSA shall take separate votes. These votes shall be summed according to the following formula:

$$\text{Yes} = \frac{\text{AS Yes votes}}{\text{total AS votes}} \times 25 + \frac{\text{GSA Yes votes}}{\text{total GSA votes}} \times 5$$

$$\text{No} = \frac{\text{AS No votes}}{\text{total AS votes}} \times 25 + \frac{\text{GSA No votes}}{\text{total GSA votes}} \times 5$$

$$\text{Abstain} = \frac{\text{AS Abstain votes}}{\text{total AS votes}} \times 25 + \frac{\text{GSA Abstain votes}}{\text{total GSA votes}} \times 5$$

The proportional figures in this formula (which take into account the proportional association populations) shall be recalculated and amended into this Agreement each year.

3. In the event that the AS and GSA resolve that the Co-ops are acting in the best interest of students, as defined in paragraph VII-C, and that the AS and GSA agree to assume liability, responsibility and oversight over the Co-ops, the AS and GSA inform in writing, the Vice Chancellor of Student Affairs of the AS' and GSA's commitment. Upon receipt of those recommendations, the UCSD Administration shall make yearly exceptions to campus policies 33.10A6 and 33.10A7 and as necessary, and shall grant registered student organization status to the Co-ops for educational, programming, retail, and recycling aspects of the operations.

C. Appeal of Negative Vote:

In the event that a majority of AS and GSA does not vote in favor of renewing a Co-op's student organization status as provided above, it must give cause in the form of a written report. AS and GSA must hold hearings within (30) days, but no sooner than 15 days from the date of the vote, at which time the Co-op shall be given the chance to defend itself against the charges raised. It shall require a combined weighted two-thirds affirmative vote (calculated per the formula established in paragraph IX-B) by both Councils to end AS and GSA involvement with the Co-op(s) in question. During this process, Co-op's student organization status, its Sub-Space Agreement, the terms of this Memorandum, and AS and GSA accountability and liabilities will remain in effect.

1. In the event that a two-thirds (2/3) majority of GSA votes that the Agreement should remain in effect, despite a two-thirds (2/3) combined affirmative vote of the A.S. and GSA to terminate the Agreement, the A.S. and GSA shall arrange, within 45 days, for a hearing by a binding arbitration board agreed upon by both parties to determine whether the Co-op in question has violated the terms of the Agreement as stated in paragraph VII.C. The Agreement shall remain in effect until the arbitration board has made its decision. The ruling of the arbitration board shall be binding on all parties.

- D. If the vote to end AS and GSA involvement with the Co-op(s) in question fails to achieve the required majorities as stated above, then the Co-op Sub-Space Agreements shall be renewed. The AS and GSA shall inform in writing the Vice Chancellor of Student Affairs regarding A.S.'s and GSA's commitment to continue to assume liability for the Co-op(s) and

554 provide oversight of the Co-op(s), as described in this Memorandum of
555 Understanding.

556 1. Upon receipt of this letter, the UCSD Administration shall grant the
557 Co-op Student Organization status and grant all appropriate exceptions
558 to University Policies and Procedures.

559 2. If a Co-op's student organization status is renewed in this manner,
560 either AS or GSA may seek to resolve any remaining disputes with the
561 Co-op, either through informal dispute resolution and/or grievance
562 procedure.

563 a) In the event that a Co-op's student organization status is renewed
564 in this manner and informal dispute resolution produces new
565 information relevant to the dispute at hand or a change in
566 circumstance, a re-vote may occur, provided a majority of either
567 Council resolves to have such a vote. Co-op(s) shall be informed of
568 such a re-vote at least 15 days prior to its occurrence. This re-vote
569 may occur a maximum of once a year. The procedure followed in
570 this re-vote shall be that outlined in paragraph IX-C-1 above.

571
572 E. In the event that both Councils vote to end AS and GSA involvement by
573 the required majorities stated above, this Memorandum of Understanding
574 will be terminated for the Co-op(s) in question and the UCSD
575 Administration may, at its option, choose to enter into a new arrangement
576 with the Co-op(s) in question or, if it deems it appropriate, initiate a
577 grievance against the Co-op(s). The AS or GSA may also try to re-negotiate
578 an agreement separately with the University and the Co-op(s) if the parties
579 choose to do so.

580

581 X. Expansion: The Co-ops shall have the option to request an expansion of their
582 respective spaces. New and existing registered student organizations may
583 make a request to the AS and GSA that they be covered pursuant to the same
584 terms and conditions available to the Co-ops. If that is acceptable to the AS
585 and GSA, the five-year Master Space Agreement may be amended provided
586 the proposal is approved by the student facilities board. If the Master Space
587 Agreement is so amended, the AS and GSA shall execute appropriate annual
588 Sub-Space agreements with the registered student organization(s).

589
590 XI. Insurance: For the duration of this Agreement, Co-ops and/or UCA on their
591 behalf, shall procure and maintain adequate insurance in such amounts and
592 in such manner as is required by the UCSD Risk Management Office on an
593 annual basis. Levels of insurance shall be consistent with industry standards.
594 The UCSD Administration shall consult the AS and GSA on the minimum
595 levels of insurance coverage that each Co-op shall be required to maintain.
596 Failure to procure and maintain adequate insurance coverage shall result in
597 automatic termination of this Agreement without recourse to any grievance
598 policies or procedures. Changes in insurance requirements originating from
599 the UCSD Risk Management Office must be made in good faith and
600 communicated in writing with an explanation of the changes to the Co-ops
601 no less than thirty (30) days prior to the date from which the Co-ops will be
602 expected to procure the appropriate insurance.

603
604 XII. Indemnification: Each Co-op, shall defend, indemnify and hold AS, GSA
605 and UCSD, their officers, employees, and agents, harmless from and against
606 any and all liability, loss, expense (including reasonable attorneys' fees), or
607 claims for injury or damages arising out of the performance of this
608 Agreement but only in proportion to and to the extent such liability, loss,

609 expense, attorneys' fees, or claims for injury or damages are caused by or
610 result from the negligent or intentional acts or omissions of the Co-op(s),
611 their officers, employees, or agents.

612

613 XIII. Dispute Resolution:

614 A. Informal Resolution:

615 The AS and GSA shall work with the Co-ops to develop a mutually
616 acceptable process for informal resolution of informal complaints and/or
617 grievances and shall attempt to resolve any such informal complaints
618 and/or grievances in a timely manner, not to exceed 30 days unless
619 mutually agreed upon by all the parties hereto. This informal resolution
620 process shall be available to the parties hereto, UCSD students, faculty,
621 employees and registered student organizations; provided, however, that
622 this shall in no way limit their recourse to other UCSD Policies and
623 Procedures regarding the processing of complaints and/or grievances.

624
625 In the event of disputes arising between Co-op(s) and UCSD
626 Administration, the AS and GSA Oversight Committee shall attempt
627 informal resolution of the dispute prior to initiation of formal grievance
628 procedures. Resolution shall be in a timely manner, not to exceed thirty
629 (30) days, unless extended by all parties.

630

631 B. Formal Resolution

632 Except as specified herein, the UCSD Policy and Procedures Applying to
633 Student Activities shall be used for any formal complaint or grievance
634 arising from this Agreement. If a formal complaint or grievance arises
635 from this Agreement, the Co-op's Sub-Space agreement and registered
636 student organization status shall remain intact until a hearing officer, or

hearing body, finds that the Co-op in question has acted contrary to University Policies and Procedures. Alternatively, if all the parties to a dispute agree, they may pursue the alternatives of mediation or binding arbitration by a person or entity which is mutually selected. In any such proceeding, attorney's fees will be awarded to the prevailing party.

C. Resolution of all disputes must conform with basic principles of due process, including but not limited to:

1. specification of the charge;
2. provision of sufficient time for the charged party to have an opportunity to remedy the problem;
3. opportunity for a hearing; and the right to an appeal.

This section shall not apply when automatic termination is specifically initiated per paragraph I.H and section XI.

XIV. Dismissal of Pre-Existing Complaints/Grievances: The UCSD Administration agrees that it shall dismiss with prejudice any complaints filed by it to date against the Co-ops or its members for alleged violations (dated December 15, 1992) of the UCSD Policies and Procedures applying to Student Activities. The Co-ops agree that they dismiss with prejudice the three grievances (dated December 19, 1991, February 3, 1992, and July 23, 1992) filed against UCSD, its employees and members of its administration.

XV. Attorney's Fees: Each of the parties shall bear the costs of their own attorney's fees in connection with the preparation of this Agreement.

664 XVI. Entire Agreement: This document states the entire Agreement between the
665 parties with respect to its subject matter and supersedes any previous and
666 contemporaneous or oral representations, statements, negotiations, or
667 agreements.
668

669 XVII. Execution: Each of the persons signing this Agreement on behalf of a party or
670 entity other than a natural person represents that he or she has authority to
671 sign on behalf of and to bind such party.
672

673 XVIII. Assignment: No party may assign their rights, duties, or obligations under
674 this Agreement, either in whole or in part, without the prior written consent
675 of the other parties.
676

677 XIX. Severability: If any provision of this Agreement is held to be illegal, invalid,
678 or unenforceable under present or future laws effective during the term
679 hereof, such provision shall be fully severable. This Agreement shall be
680 construed and enforced as if such illegal, invalid, or unenforceable provisions
681 shall remain in full force and effect unaffected by such severance, provided
682 that the severed provision(s) are not material to the overall purpose and
683 operation of this Agreement.
684

685 XX. Waiver: Waiver by any party of any breach of any provision of this
686 Agreement or warranty of representation herein set forth shall not be
687 construed as a waiver of any subsequent breach of the same or any other
688 provision. The failure to exercise any right here under shall not operate as a
689 waiver of such right. All rights and remedies provided for herein are
690 cumulative.
691

XXI. Modifications and Amendments:

A. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of the parties. UCSD, Co-ops, AS, and GSA agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

B. If new Policies and Procedures of the University of California or UCSD are implemented which materially affect the intent of the provisions of this Agreement, there shall be an opportunity to meet and confer regarding how and/or if those policies and procedures will be applied or excepted. The UCSD Administration shall notify the AS, GSA and Co-ops in writing of such possible conflicts.

XXII. Termination for Cause: In the event a Co-op declares bankruptcy, is found by the relevant administrative agency, court or UCSD hearing committee or officer to have violated state or federal law or UCSD Policies or Procedures, this Agreement shall terminate immediately with respect to said Co-op. This Agreement may be terminated for a material breach of this Agreement by any party upon 60 days prior written notice to the other parties. Termination of this Agreement shall result in automatic termination of the Master Space Agreement and the Sub-Space agreements.

XXIII. Termination without Cause: This Agreement may be terminated at any time upon the mutual written consent of all the parties.

XXIV. This Agreement, and the underlying delegations to the AS and GSA upon which it is based, shall be in effect for a period of five (5) years, subject to the

720 two-year renewal options under paragraph IX., after which it shall terminate
721 unless renewed or modified.

722

723 XXV. The parties reserve all rights not specifically waived herein.

724

725 UCSD ADMINISTRATION

726

727 Date: _____ By: _____

728 Joseph W. Watson

729 Vice Chancellor, Student Affairs

730

731 THE GENERAL STORE CO-OP

732

733 Date: _____ By: _____

734 Print Name: _____

735

736 CHÉ CAFÉ

737

738 Date: _____ By: _____

739 Print Name: _____

740

741 GROUNDWORK BOOKS

742

743 Date: _____ By: _____

744 Print Name: _____

745

746 FOOD CO-OP
747
748 Date: _____ By: _____
749 Print Name: _____
750

751 RECYCLE CO-OP
752
753 Date: _____ By: _____
754 Print Name: _____
755

756 ASSOCIATED STUDENTS
757
758 Date: _____ By: _____
759 Print Name: _____
760

761 GRADUATE STUDENT ASSOCIATION
762
763 Date: _____ By: _____
764 Print Name: _____
765

The undersigned hereby agree that all items negotiated after the signing of the May 3, 1993 Memorandum of Understanding and the Addendums, dated June 8, 1993 have been incorporated into the November 29, 1994 revised Memorandum of Understanding.

UCSD ADMINISTRATION

Date: January 30, 1995

By: [Signature]

Joseph W. Watson

Vice Chancellor, Student Affairs

THE GENERAL STORE CO-OP

Date: December 1994

By: [Signature]

Print Name: Max M. Sater

CHÉ CAFÉ

Date: 12/7/94

By: [Signature]

Print Name: Justin Katz

GROUNDWORK BOOKS

Date: 1/9/95

By: [Signature]

Print Name: Paul Fotsch

FOOD CO-OP

Date: 12/8/94

By: [Signature]

Print Name: Charles J. White

RECYCLE CO-OP

Date: _____

By: _____

Print Name: _____

ASSOCIATED STUDENTS

Date: DEC 7, 1994

By: _____

Carla Tesak, A.S. President

GRADUATE STUDENT ASSOCIATION

Date: 1/12/95

By: _____

Laura Kaelke, GSA President

**SPACE AGREEMENT BETWEEN
UCSD RETAIL COOPERATIVES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This "Space Agreement" is made as of May 1, 2006, by and between UCSD FOOD COOPERATIVE, CHE CAFÉ COLLECTIVE, GROUNDWORK BOOKS, AND UCSD GENERAL STORE COOPERATIVE, all California tax-exempt organizations (collectively, the "Coops"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its campus at the University of California, San Diego ("UCSD") and University Centers (collectively, the "University"), the parties to this Space Agreement (the "Parties"), with the accord of the Associated Students of UCSD (the "AS") and the Graduate Student Association of UCSD (the "GSA"), student governments representing their respective constituencies.

RECITALS.

(a) The Coops were established at UCSD in 1975 and are registered student organizations at UCSD pursuant to Section 17 of the *UCSD Policies and Procedures Applying to Student Activities*;

(b) The University Centers Advisory Board ("UCAB") has been established by the Vice Chancellor of Student Affairs in compliance with 18.14.20 of the *UCSD Policies and Procedures Applying to Student Activities*, having a majority student membership and additional members from the faculty, staff, and alumni, and possessing certain jurisdiction, including space allocation, over facilities funded by student referenda;

(c) The Parties and AS and GSA entered into a Master Space Agreement dated August 4, 1993 and a Memorandum of Understanding dated May 3, 1993, each of which are intended to be superseded and replaced with this Space Agreement, including the UCSD Food Cooperative Space Agreement for premises in the Price Center dated March 1, 2005, on the terms and conditions herein provided;

(d) It is the desire of the Parties, despite the occupancy of distinct premises by each of them, that the Coops' terms of occupancy be governed by a single document in the form of this Space Agreement;

Wherefore, intending to be legally bound, the Parties agree as follows:

1. PREMISES. The University hereby leases to each Coop and each Coop leases from the University for the Term, in exchange for the rent, and upon all of the conditions set forth herein, certain real property situated on the University of California, San Diego campus ("UCSD") in the County of San Diego, State of California, described as defined in Addenda A-1, A-2, B, C and D with respect to each Coop. Said real property and all improvements therein, are herein called "the Premises" with respect to each individual Coop.

1.1 Non-Exclusive Use Areas. The Coops shall also have the non-exclusive right to use, in common with other adjacent tenants, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access

ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises.

1.2 Permitted Uses. The Premises may be used only for the purposes permitted by Section 6 of this Space Agreement, and such other uses as may, from time to time, be approved by the Director of the University Centers (the "Director"), in accordance with UCSD policies and procedures. Under no circumstances may the Premises be used in a way that fails to comply with University and/or UCSD policies and procedures, or applicable law.

1.3 Conditions of this Space Agreement. The rights of each Coop under this Space Agreement shall be subject to the fulfillment of each of the following conditions, and failure to fulfill any or all of the following conditions shall constitute a material default and breach of this Space Agreement by such Coop:

(a) That each Coop has renewed its registration as a UCSD student registered organization on or before October 15 of the year preceding the commencement date of this Space Agreement, and thereafter on or before October 15 of every year of the Term of this Space Agreement;

(b) That such Coop maintains its tax exempt status under section 501(c) of the Federal Internal Revenue Code and section 23701d of the California Revenue and Taxation Code and provides the University with evidence of such compliance by submitting annually a copy of Form RRF-1, as filed with the California State Attorney General within thirty (30) days after its filing; and

(c) That no action is pending to revoke the registration of such Coop pursuant to the *UCSD Policies and Procedures Applying to Student Activities*.

1.4 Role of AS and GSA.

(a) Role of AS and GSA. The Parties to this document acknowledge that the AS and GSA, as the official representatives of the students of UCSD, have been delegated certain responsibilities with regards to operation of this Space Agreement, including whether the Coops are acting in the best interest of UCSD students and dispute resolution regarding certain alleged defaults under this Space Agreement by the University or the Coops.

(b) Responsibilities. The AS and GSA shall be responsible for the following:

- (1) Certification for purposes of extension of this Space Agreement as described in Section 2.2, as well as any new Space Agreement as described in Section 2.6.: The AS and GSA are responsible for determining whether each Coop is acting in the "best interests of students" after reviewing the following:
 - (i) Whether the financial practices of each Coop are sound, based on financial and CPA reports, including long-term budgeting for the maintenance, repair, and replacement of equipment;
 - (ii) Whether the membership of each Coop and access to decision making remains open to students of UCSD;

- (iii) The adequacy of each Coop's service including but not limited to days and hours of operation, product pricing, selection, quality and availability, speed and quality of service, forms of payment accepted, efforts to seek customer suggestions, and adequacy of resolving customers' concerns;
- (iv) Whether each Coop is financially solvent; and
- (v) Other operating or ownership issues of the Coops coming to the AS and GSA's attention bearing on each Coop's suitability as a vendor at UCSD; and

(2) Dispute resolution as provided in Sections 18.1 and 18.2.

(3) Consultation as provided in Section 6.1.

(c) Certification and dispute resolution by the AS and GSA shall be conducted pursuant to the policies and procedures of such organizations provided that the following elements shall be included in such processes:

- (1) Members of the AS and GSA participating in each process shall have no conflicts of interest with the outcome of any such process;
- (2) Any policies and procedures developed by AS and GSA to perform their responsibilities cannot exceed or contradict the responsibilities specified in this Space Agreement. In the case of a conflict between the procedures of AS and GSA and the responsibilities specified in this Space Agreement, the Space Agreement takes precedence.
- (3) Meetings organized by AS and GSA to perform its responsibilities hereunder shall be open to the public and noticed at least twenty four (24) hours in advance to the Parties as provided in Section 5 of this Space Agreement. Meetings shall conform to Robert's Rules of Order and minutes shall be prepared by AS and GSA and available upon request.
- (4) Certification actions shall be voted upon by the governing bodies of the AS and GSA.

2. TERM.

2.1 Term. The term of this Space Agreement (the "Term") shall be as provided in Addenda A-1, A-2, B, C and D, respectively as to each Coop, unless extended or sooner terminated pursuant to any provision hereof.

2.2 Options to Extend. Provided that it has obtained the written certification of both the AS and the GSA, as provided in Sections 1.4(b) and (c) above, within ninety (90) days prior to the end of a Term or any Extension Term as to each Coop, and subject to Section 2.3, each Coop shall have the option to extend this Space Agreement with respect to the occupancy of its Premises for up to four (4) successive two (2)-year periods ("Extension Term(s)"). The terms and conditions of this Space Agreement governing the preceding Term shall continue to apply during the Extension Term(s) unless otherwise agreed to in a writing signed by the University and each Coop respectively. To ensure a timely renewal process, the University and each Coop shall exchange requested changes in the provisions, covenants and conditions of this Space Agreement by written notice to the other party at least ninety (90) days prior to the end of

the previous Term or Extension Term(s). Any such extension(s) shall be documented as an amendment to this Space Agreement or, in the case of modifications applicable only to less than all of the Coops, as an amendment to the Addendum containing the details of the occupancy of the affected Coop. The failure of one or more Coops to secure a certification shall not prevent the remaining, certified Coops, from obtaining an extension of this Space Agreement, provided, however, that the failure of any Coop to obtain or request an extension under this Section 2.2 shall terminate this Space Agreement as to such Coop.

2.3 Effect of Defaults on Extensions. No Coop shall have a right to obtain an extension during the time commencing from the date the University gives to that Coop a notice of default hereunder and continuing until the default alleged in said notice of default is cured. The University will notify a Coop in writing of single or cumulative defaults which jeopardize a renewal.

2.4 Holdover by the Coops. With the written consent of the University, which consent shall be given if good faith renewal negotiations are underway, should a Coop hold over and continue in possession of the Premises after the expiration of its Term or any Extension Term(s) as provided herein, that Coop's continued occupancy shall be considered to be on a month-to-month basis, and subject to the same terms and conditions of this Space Agreement as in effect at the time of the expiration. No such holding over shall be deemed a waiver of any provision of this Space Agreement nor an implication of an intention by the University to extend the Term or any Extension Term.

2.5 Effect of Pending Dispute Resolution on Extensions. In the event a Coop has timely initiated dispute resolution procedures as provided in Section 18, and the dispute resolution process as described therein is pending at the time an extension of this Space Agreement by a Coop is sought, that Coop shall be considered to have holdover status as described in Section 2.4 until the completion of the dispute resolution process or until the University exercises its remedies under Section 17.3.

2.6 Process for New Space Agreement at End of Extension Terms. Not less than six (6) months prior to the expiration of all Extension Terms (e.g. 10 years), the Parties and AS and GSA shall meet for the purpose of considering whether there is a mutual interest in negotiating the terms of a new Space Agreement covering some or all of the Coops.

2.7 Process for Allocation of University Centers Space. In the event that this Space Agreement is terminated with respect to one or more of the Coops (whether by expiration or otherwise), UCAB shall review options for retail tenants for the Premises of the affected Coops including, but not limited to, UCSD registered student organizations, cooperative organizations, and ASUCSD enterprises, and shall make a recommendation to the University Centers Director regarding allocation of the University Centers space.

3. RENT.

3.1 Monthly Rent. The monthly rent ("Monthly Rent") payable by each Coop shall be as provided in Addenda A-1, A-2, B, C and D, respectively as to each Coop.

3.2 Adjustments to Monthly Rent. The initial Monthly Rent payable by all Coops shall be increased on each anniversary of the Adjustment Date ("Anniversary Date"), as defined below in subparagraph (2) of this Section, to reflect any increase in the cost of living, which adjustment shall be determined as follows:

(1) The cost of living index to be used is the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, All Items, for the Los Angeles-Anaheim-Riverside Metropolitan Area, All Urban Consumers Index, (1982-84 = 100) (Index).

(2) The Adjustment Date shall be defined as the Space Agreement Commencement Date applicable to each Coop, if such date is the first date of the month; otherwise the Adjustment Date shall be defined as the first day of the calendar month following the Space Agreement Commencement Date.

(3) On each anniversary of the Adjustment Date, the Index for the calendar month two (2) months prior to the Anniversary Date shall be compared to the Index for the calendar month two (2) months prior to the Adjustment Date. The initial Monthly Rent payable by the Coop shall be increased by the percentage increase, if any, in the Index.

(4) In the event that the Index shall cease to be published, then the successor or most nearly comparable index shall be used.

3.3 Financial Statements. No later than January 15 of each year following the Space Agreement Commencement Date and throughout its Term and any Extension Term(s), each Coop shall furnish the University with financial statements, prepared by an independent, certified public accountant and certified by officers of each Coop as being true, complete and correct, including, but not limited to, annual statement of gross sales, balance sheets, profit and loss statements, income statements and changes to financial condition, which reflect current financial conditions of each Coop. Any information obtained from the Coops' financial statements shall be confidential and shall not be disclosed to anyone other than officers, employees or agents of the University and the University), other than to carry out the purposes of this Space Agreement and as required by law; provided, however, the University shall incur no liability for the inadvertent disclosure of any such information, and the University may divulge the contents of any financial statements of the Coops in connection with any financing arrangement or assignment of the University's interest in the Premises or in connection with any administrative or judicial proceedings or request pursuant to the California Public Records Act.

3.4 Audit by the University. Notwithstanding the foregoing, the University shall have the right to audit the Coops' financial affairs no more frequently than once per calendar year (unless the University has reason to believe that a Coop's operations are not consistent with good business and financial practices, in which case the University shall have the right to audit from time to time, in no case more than twice in one calendar year), during normal business hours, through its accountants or representatives, and, in connection with such audits, to examine all of the Coops' books and records. Upon request from the University, the Coops shall make their books and records readily available for such examination. The costs of an audit shall be paid by the University. Any information obtained by the University pursuant to the provisions of this paragraph shall be treated as confidential, except as set forth in Section 3.3, above.

3.5 California Public Records Act. The Coops acknowledge that the California Public Records Act limits the University's ability to withhold records in its possession from public disclosure. Although the Coops may submit information and records required hereunder marked with the designation "Confidential" in appropriate cases, such designation will not necessarily shield such information and records from disclosure. However, the University agrees that if a

Public Records Act request is made for disclosure of the Coops' records so classified, it will provide the affected Coop with a copy of such request so that the Coop will have an opportunity to legally challenge the University's obligation to disclose such information.

4. SECURITY DEPOSIT.

Each Coop shall deposit with the University upon execution hereof, as security for the Coop's faithful performance of the Coop's obligations hereunder, the dollar amount as provided in Addenda A-1, A-2, B, C and D, respectively as to each Coop. If a Coop fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Space Agreement, the University may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which the University may become entitled by reason of that Coop's default, or to compensate the University for any loss or damage which the University may suffer thereby. If the University so uses or applies all or any portion of said deposit, that Coop shall within ten (10) days after written demand therefore, deposit cash with the University in an amount sufficient to restore said deposit to the full amount hereinabove stated, and that Coop's failure to do so shall be a material breach of this Space Agreement as to that Coop. If the monthly rent increases during the Term of this Space Agreement, the Coops to whom such increase applies shall thereupon deposit with the University an additional security deposit so that the amount of security deposit held by the University shall at all times bear the same proportion to current rent as the original security deposit bears to the original monthly rent set. The University shall not be required to keep said deposit separate from its general accounts. If each Coop performs all of its respective obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by the University, shall be returned, without payment of interest or other increment for its use, to that Coop (or, at the University's option, to the last assignee, if any, of the Coop's interest hereunder) at the expiration of the Term hereof, and after the Coop has vacated the Premises. No trust relationship is created herein between the University and the Coops with respect to said Security Deposits.

5. NOTICES AND RENT PAYMENTS.

All notices or correspondence provided for herein shall be effective (a) if made in writing, personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified, postage prepaid, or (b) by electronic mail with acknowledgement of receipt as specified by a Party hereto, and addressed as follows:

To the University:

c/o Director, UCSD Price Center, Room 2.322
University of California, San Diego
9500 Gilman Drive, M/C 0076
La Jolla, CA 92093-0076

To each Coop as described in Addenda A-1, A-2, B, C and D, respectively as to each Coop.

To the Associated Students of UCSD and Graduate Student Association of UCSD:

GSAPresident@ucsd.edu
ASPresident@ucsd.edu

Rent payments shall be sent to (need not be sent certified):

Director, UCSD Price Center
University of California, San Diego
9500 Gilman Drive, M/C 0076
La Jolla, CA 92093-0076

Except as otherwise provided herein (e.g. Section 1.4), any notice shall be deemed delivered five (5) days after notice is mailed or, if personally delivered or electronically mailed, when acknowledgment of receipt is signed or an electronic receipt is received, as provided above. By written notice to the other, either party may change its own mailing address.

6. USE.

6.1 Use. The Premises shall be used and occupied only for the purposes permitted by Addenda A-1, A-2, B, C and D, respectively with respect to each Premises and Coop, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall any Coop sell or serve or allow to be used any alcoholic beverages or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement."

6.2 Months of Operation. Each Coop shall conduct business in its designated Premises during the Fall, Winter and Spring Quarters of the UCSD academic calendar and, when possible, during the Summer session. Each Coop shall display in public view at the entrance to its Premises, at all times, during its hours of operation throughout the week.

6.3 Signage. The University will provide exterior signage identifying the location of each Coop. A Coop may place exterior signage upon its designated Premises following written approval by the Director.

6.4 Compliance with Law and Policies.

(a) The Coops shall, at the Coops' expense, comply promptly with (i) all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term or any part of the Term hereof, regulating the use by the Coops of their respective Premises, including, but not limited to, (ii) any policies and procedures of the University and UCSD which are generally applicable to the UCSD campus and to UCSD registered student organizations, now in effect or hereafter amended or adopted. The Coops shall not use nor permit the use of their respective Premises in any manner that will tend to create waste or a nuisance or shall tend to disturb other tenants or UCSD activities adjacent to the Premises. This includes complying with the Rules and Regulations, attached hereto and incorporated herein by this reference as Addendum F.

(b) The Coops shall comply with applicable laws and the University's policies in all respects, including, but not limited to, (i) acquisition of and compliance with all permits, licenses, orders, requirements, approvals, plans and authorizations which are or may become necessary for conduct of the Coops' operations in their respective Premises; (ii) compliance with all regulatory requirements relating to such operations or the substances and equipment used therein or the emissions, emanations and wastes generated thereby; and (iii) reporting, investigation, and remediation of, or other response to the exposure or potential exposure, of any person to, or the emission, discharge or other release of any hazardous material into their

respective Premises or the environment.

6.5 Condition of Premises. Except as otherwise provided in this Space Agreement, the Coops hereby accept their respective Premises in the condition existing as of the Space Agreement Commencement Date or the date that the Coops take possession of their respective Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations, and University policies governing and regulating the use of the Premises, and any covenants or restrictions of record, and accept this Space Agreement subject thereto and to all matters disclosed thereby and by any Addenda attached hereto. The Coops acknowledge that neither the University nor any agent of the University has made any representation or warranty as to the present or future suitability of their respective Premises for the conduct of their businesses.

7. RENOVATIONS. It is acknowledged by both the University and the Coops that the non-exclusive common areas appurtenant to their respective Premises, if there are any for a given Premises, as well as the Premises for Groundwork Books and the UCSD General Store Cooperative, may be scheduled for potential renovation by the University prior to the end of any Term or any Extension Term(s). The University will provide the affected Coop at least thirty-(30) days' advance notice prior to commencement of construction.

During construction, the University shall use its best efforts to provide the affected Coop with at least forty-eight (48) hours advance notice concerning any scheduled interruption in utility services due to said renovation. If said interruption exceeds a period of four (4) hours in any twenty-four (24) hour period, the Monthly Rent for the month in which such interruption occurs shall be reduced by one-thirtieth ($1/30$) of the amount due pursuant to paragraph 3.1, multiplied by the number of days such interruption continues.

8. ALTERATIONS, ADDITIONS, AND TRADE FIXTURES.

8.1 Definitions. As used in this Space Agreement, the term "Alterations and Additions" includes, but is not limited to, removal, modification or addition of interior walls or Fixtures, flooring and ceilings, and the alteration or addition of electrical distribution systems, lighting fixtures, heating system, air conditioning system, ventilation systems, natural gas systems, fire alarm and fire protection systems, and plumbing systems. "Fixture" means any device that is permanently connected to the Premises, including such items as plumbing, electrical, lighting, mechanical, heating/cooling, and fire protection devices. "Furniture" means moveable articles used for convenience or decoration including curtains, rugs, chairs, tables and pictures.

8.2 Responsibility for Alterations and Additions. After the Space Agreement Commencement Date stipulated for each Coop, each Coop shall bear financial and legal liability for any and all expenses associated with Alterations and Additions to its Premises. Each Coop will keep its Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on or in the Premises at the request of the Coop occupying such Premises. Furthermore, any and all Alterations and Additions and Fixtures, except Furniture and Trade Fixtures, made or placed in or on the Premises by each Coop will, on expiration or termination of this Space Agreement as to such Coop, become the property of the University, provided, however, that the University shall have the option, upon the expiration or termination of this Space Agreement as to such Coop, of requiring such Coop, at its sole cost and expense, to remove any or all such Alterations and Additions or Fixtures from its Premises.

8.3 Consent of Director. The Coops will not make any Alterations and Additions in, on, around, or about their respective Premises without prior written consent of the Director. No Alterations and Additions shall be contracted for, without the written approval, and on terms and conditions agreed to, by the Director. The Director will consult with the UCSD University Centers Advisory Board ("UCAB") in making his/her decision.

8.4 Unapproved Alterations and Additions. Should any Alterations and Additions occur without the approval of the Director, the affected Coop will promptly remove any or all such unauthorized Alterations and Additions upon written request from the University. Should the affected Coop fail or refuse to remove said unauthorized items, the University may proceed with their removal within five (5) business days from the date of a request therefore. The University will be entitled to full reimbursement by the affected Coop for all costs associated with its removal of unauthorized Alterations and Additions within thirty (30) days of a written demand therefor.

8.5 Prior Approval. Before commencing any Alterations and Additions work in, on, around or about their respective Premises, each Coop will submit written plans and specifications to the University for prior approval by the Director. The Director shall provide the affected Coop with a preliminary status report of the approval process within ten (10) business days after receipt of the written plans and specifications. Before commencing the work, the affected Coop will obtain the written consent of the Director to employ, engage or contract for the services and labor of any contractor(s) or individual(s) the work in connection with said Alterations and Additions. All Alterations and Additions must be in compliance with applicable laws, UCSD policies and the University requirements. At the Director=s sole option, consent may be conditioned by the Director upon provision by the affected Coop of all necessary licenses, permits, insurance and bonds as required by law and UCSD regulations and policies.

8.6 Trade Fixtures.

(a) As used herein, "Trade Fixtures" are articles of personal property placed in the Premises by each Coop for the purpose of furthering that Coop's use of the Premises for the uses for which it is leased. Trade Fixtures include items such as display racks, cash registers, freezer and cooler units and food preparation, security alarm systems, and serving and cooking equipment, but for purposes of this Space Agreement only, not the water heater.

(b) During the Term and Extension Terms applicable to its occupancy hereunder, each Coop, at its sole cost, may install and affix in, to, or on its Premises items identified as "Trade Fixtures." Trade Fixtures installed in a Coop's Premises must be in good working condition and free from faults and defects. Trade fixtures that use electricity must be UL listed and approved. Each Coop is required to maintain Trade Fixtures in its Premises in good working order. Each shall use electrical appliances and equipment that draw 20 amps or less and shall plug these devices directly into the electrical receptacles in the Premises or use UL listed multi-outlet power strips with built-in circuit breakers. Computers and cash registers may be plugged into multi-outlet surge protectors. Extension cords must be rated to handle the power of the devices plugged into them.

(c) Prior to the installation of trade fixtures that require electrical connections other than those that plug directly into existing receptacles or surge protectors or that require connections to the plumbing or mechanical systems, each Coop shall submit to the University for review and approval a written description of this equipment, including type, requirements,

manufacturer, and age of the equipment, and proposed location in its Premises. Approval or disapproval of such equipment shall be based solely on the University's assessment and judgment of the condition of the equipment and compatibility with the electrical, plumbing, structural, and mechanical systems in the Premises. Electrical connections and connections of the Trade Fixtures to the plumbing system must be performed by qualified, insured tradespersons duly licensed by the relevant licensing agency of the State of California, or is to be performed by the University.

(d) Any and all Trade Fixtures installed by a Coop that can be removed without structural damage to said Premises shall remain the property of that Coop and may be removed by that Coop at its sole expense any time prior to the expiration or termination of this Space Agreement.

(e) Each Coop shall repair any damage to its Premises occasioned by the installation or removal of that Coop's Trade Fixtures.

(f) Any Trade Fixtures installed by a Coop that are not removed from the Premises by that Coop within forty-five (45) calendar days after the expiration or termination of this Space Agreement as to such Coop shall be deemed to have been abandoned by that Coop and shall automatically become the property of the University.

9. MAINTENANCE AND REPAIRS.

9.1 The University's Obligation.

(a) As used herein, "Repairs" means work to restore damaged or defective property to normal operating condition; "Maintenance" means recurring work to the facility, including its building systems and fixtures, scheduled to preserve the effective and efficient operation of the facility and to limit or control its deterioration.

(b) The University will maintain the Premises common areas, if any, in reasonably good order and condition, except the Coops shall reimburse the University for any Repair or Maintenance of any damage occasioned by: (1) the negligent or willful acts or omissions of any Coop, its agents, employees or invitees; (2) the failure of any Coop to perform or comply with any terms, conditions or covenants in this Space Agreement; and (3) any structural alterations or improvements required by any Coop's use and occupancy of the Premises.

(c) The University shall, at its cost and expense, maintain in good condition and repair the exterior roof, exterior walls, exterior entrances to the Premises, structural supports, water supply system and hot water to the Fixtures inside the Premises (excluding the plumbing fixtures inside the Premises), main sewer drain system (excluding the sewer drain system within the kitchen areas of the Premises) that connects to the main sewer, electrical wiring from distribution panels to receptacles, sub-flooring, floor coverings, ceiling tiles, lighting fixtures installed at time of acceptance of this Space Agreement, locks/hardware, fire sprinkler systems, facility heating systems, telephone/data termination panels and the foundation of said Premises.

(d) The Coops shall not perform Repairs or Maintenance to the items outlined in subparagraphs (b) and (c) above.

(e) The Coops shall be responsible for the submission to the University of any and all work order requests for Repair of the Premises or common areas, whether a University

responsibility or a Coop responsibility. Such work order requests must be submitted through the University's work-order web site: <http://fixit.ucsd.edu>. Within ten (10) business days of receipt of a work order request the University shall notify the requesting Coop of the scope of the work to be performed, including the anticipated completion date along with a schedule of work, which shall include the date(s) and time(s) the work will be performed. This schedule shall be provided to the requesting Coop at least two (2) business days in advance of the date the work is to be performed. The University shall not schedule work that unreasonably interferes with the operation of the requesting Coop's business. To provide the University's access to the Premises for scheduled Repairs and Maintenance, the requesting Coop shall deactivate any security alarm system operated by that Coop in its Premises.

(f) If the requested work order is outside the scope of the University's responsibility, as described above, or if the requested work order is due to the requesting Coop's use in excess of reasonable wear and tear, at the determination of the Director, that Coop shall be responsible for the cost of making such Repairs. At the request of such Coop, the University may provide that Coop an estimated cost of such Repair and may perform the work if that Coop agrees to pay the cost as per the University's estimate.

(g) The University will not be in default under this Space Agreement or be liable for any damages directly or indirectly resulting from, nor will the rent be abated by reason of: (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of such Repair and Maintenance; (ii) failure to furnish or delay in furnishing any such Repair and Maintenance, when such failure or delay is caused by accident or any condition beyond the reasonable control of the University or by the making of necessary Repairs or improvements to the Premises or to the common areas; or (iii) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the common areas. The University will use reasonable efforts to remedy diligently any interruption in the providing of such Repair and Maintenance, but shall have no liability for a failure to do so.

If the University fails to perform its Repair and Maintenance responsibilities for any reason (not caused by the requesting Coop's negligence or willful misconduct) within ten (10) business days after notice from that Coop and as a result of this failure at least twenty five percent (25%) of the Premises cannot be accessed or used by that Coop for its business, then, starting with the eleventh (11th) business day after that Coop's notice and continuing until the Maintenance or Repair is made by the University and the Premises are usable for that Coop to conduct its business therein, then Monthly Rent shall be abated, in proportion to and to the same extent that the Premises cannot be accessed or used by that Coop for its business. However, if that Coop gives notice to the University that the Repair request is an emergency in which there is an imminent risk of loss or damage to property or injury or death to person, then if the University fails to perform its Repair responsibility within three (3) business days, the abatement of Monthly Rent as described above for that Coop shall start with the fourth (4th) business day after such notice.

(h) Except as provided with respect to rent abatement in Section 7, the University will not be liable to to any of the Coops or any other person for direct or consequential damage or otherwise for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security, or other service the University has agreed to supply during any period when the University uses reasonable diligence to supply such services. The University reserves the right to discontinue temporarily such services, or any of them, at such times as may be necessary by reason of accident; unavailability of employees; repairs, alteration, or improvements; strikes; lockouts, riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and

demand that make any product unavailable; the University's compliance with any mandatory governmental energy conservation program at the request of or with consent or acquiescence any of the Coops or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the common areas of any person. In the event of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in the University's sole opinion, the University will have the right to prevent access to or from the common areas during the continuance of the same by such means as the University, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other common areas. The University will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Section 9, nor will such discontinuance in any way be construed as an eviction of a Coop or cause an abatement of rent or operate to release a Coop from any of that Coop's obligations under this Space Agreement.

9.2 The Coop's Obligations.

(a) Each Coop will at all times during its Term and any Extension Terms of this Space Agreement keep and maintain, at its own cost and expense, in good order, condition and repair, the following elements of its Premises: light bulbs for fixtures inside the Premises, plumbing fixtures and sewer drain systems within kitchen areas inside the Premises, interior walls, surfaces, counters, cabinets, doors, and Trade Fixtures (but excluding the floor and ceiling tiles which shall be the responsibility of the University in the Premises).

(b) All Repair and Maintenance work must be in compliance with applicable laws and University requirements.

(c) Maintenance and Repairs performed in or on any Premises by or on behalf of any Coop must be conducted by staff of the University or a qualified, licensed, insured tradesperson contracted or approved by the University.

(d) Each Coop shall be responsible for extermination and pest control services for its Premises, at its sole cost, on a monthly basis by a contractor designated by the Director and approved by the University's Environment, Health & Safety department. Each Coop shall provide to the University semi-annually copies of receipts or contract documenting regularly scheduled performance of such services.

(e) Each Coop shall maintain its Premises and the common areas located in and around its Premises in clean and tidy condition at all times, and shall not commit, or permit the commission of any nuisance in the form of waste materials, graffiti, or other debris, nor shall any Coop engage in any acts or omissions constituting a nuisance as defined in California Civil Code section 3479.

9.3 Surrender. On the last day of the Term or last Extension Term of each Coop's occupancy hereunder, or on any sooner termination, each Coop shall surrender its Premises to the University in the same condition as when received, ordinary wear and tear excepted, but clean, and free of debris. Each Coop shall repair any damage to its Premises occasioned by the installation or removal of its Trade Fixtures, furnishings and equipment.

9.4 The University's Rights. If a Coop fails to perform its obligations under this Section 9, the University may at its option (but shall not be required to) enter upon that Coop's Premises during that Coop's posted business hours after ten (10) days' prior written notice to

the Coop (except in the case of an emergency, in which case no notice shall be required and entry may be made at any time and the provisions of Section 26 of this Space Agreement shall apply), perform such obligations on that Coop's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rent to the University together with that Coop's next rental installment.

10. INDEMNIFICATION.

10.1 The University's Obligation. The University shall indemnify, defend and hold harmless each Coop, its officers, partners, agents, and employees from and against any claims, damages, costs, expenses or liabilities (collectively "Claims") arising out of or in any way connected with this Space Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of the University, its officers, agents, or employees.

10.2 The Coops' Obligation. Each Coop shall indemnify, defend and hold harmless the University, its officers, agents, and employees from and against any Claims arising out of or in any way connected with its use and occupancy of the Premises pursuant to this Space Agreement including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of the indemnifying Coop, its officers, partners, agents, or employees.

11. THE COOPS' INSURANCE REQUIREMENTS.

11.1 Insurance. The insurance requirements for the Coops shall be as provided in Addenda A-1, A-2, B, C and D, respectively as to each Coop.

11.2 Waivers of Subrogation. Notwithstanding the provisions of Section 10, each Coop hereby waives any right of recovery against the University due to loss of or damage to its property when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

11.3 Exemption of the University from Liability. Each Coop hereby agrees that, except as specifically otherwise provided in this Space Agreement, the University shall not be liable for:

(a) injury to such Coop's business or any loss of income therefrom or for injury to such Coop's employees, invitees, customers, or any other person in or about its Premises, or

(b) injury to the goods, wares, merchandise or other property of such Coop, its employees, agents or contractors,

as a result of any condition of its Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about its Premises, whether the said damage or injury

results from conditions arising in its Premises or in adjacent areas, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to such Coop. The University shall not be liable for any damages arising from any act or neglect of any other adjacent tenant, if any.

12. DAMAGE OR DESTRUCTION. If at any time during the Term or any Extension Term of a Coop's occupancy hereunder there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which renders such Coop's Premises substantially unusable, in UCSD's sole judgment, this Space Agreement for such Coop shall automatically terminate as of the date of such total destruction. In such event, the affected Coop shall be afforded the opportunity to negotiate with the University for replacement space subject to the understanding that the availability of such space cannot be assured.

13. TAXES.

13.1 Payment of Taxes. The University specifically calls to the Coops' attention the fact that this Space Agreement may create a possessory interest subject to property taxation, as further described in Addendum G "Possessory Interest Tax", and that each Coop may be subject to property tax levied on its interest by the County Tax Assessor. Such Coop alone shall pay such tax directly to the County Tax Assessor unless such Coop is able to secure an exemption to such tax under applicable law and regulation. If the right is given to pay any of the taxes, assessments or other impositions, which such Coop is herein obligated to pay either in one sum or in installments, such Coop may elect either mode of payment.

13.2 Personal Property Taxes. Each Coop shall pay prior to delinquency all taxes assessed against and levied upon its trade fixtures, furnishings, equipment, and all other personal property of the Coops contained in its Premises or elsewhere. Each Coop shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of the University.

14. UTILITIES AND TRASH REMOVAL.

Each Coop shall pay the University for its consumption or pro rata share of gas, water, and electricity, and for each Coop's pro rata share of non-recyclable and recyclable trash removal. The University shall provide each Coop with a monthly statement(s) of the costs of such utility services and trash removal ("Additional Rent") and the Coops shall pay to the University as monthly Additional Rent such amounts within ten (10) days following receipt of such statement(s).

15. ASSIGNMENT AND SUBLETTING.

15.1 The University's Consent Required. No Coop may sell, assign, transfer, or mortgage this Space Agreement or any interest herein (either voluntarily or by operation of law, including, if the Coops are corporations, the sale or transfer of a controlling interest in the Coops) or sublet its Premises or any part thereof without the prior written consent of the University, which may be withheld at the sole discretion of the University, and which shall be withheld if the proposed assignee is not a UCSD registered student organization. The University will consult with UCAB in reaching a decision about consent.

16. [INTENTIONALLY DELETED]

17. DEFAULTS; REMEDIES.

17.1 Defaults by a Coop. The occurrence of any one or more of the following events with respect to any Coop shall constitute a material default and breach of this Space Agreement by that Coop, but shall not constitute a default by the other non-defaulting Coops:

(a) The vacating or abandonment of the Premises by that Coop.

(b) The failure by that Coop to make any payment of rent or any other payment required to be made by that Coop hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from the University to that Coop. In the event that the University serves that Coop with a Notice to Pay Rent or Quit pursuant to applicable unlawful detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The making by that Coop of (i) any general arrangement or assignment for the benefit of creditors; (ii) that Coop becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against that Coop, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of the assets of the affected Coop located at the Premises or of that Coop's interest in this Space Agreement, where possession is not restored to that Coop within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of that Coop's assets located at the Premises of that Coop or of that Coop's interest in this Space Agreement, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this paragraph is contrary to any applicable law, such provision shall be of no force or effect.

(d) The failure by that Coop to mitigate a health and safety violation within seventy-two (72) hours of written notice. As used herein, "health and safety violation" means any physical condition of that Coop's assigned Premises which presents a risk of loss or damage to property or injury or death to person. "Mitigation" means taking remedial action to eliminate the present risk of injury or damage even if complete corrective action for the condition takes longer than 72 hours. Emergency situations shall be handled as provided in Section 26.

(e) The failure by that Coop to observe or perform any of the other covenants, conditions or provisions, including Section 1.3, of this Space Agreement to be observed or performed by that Coop, other than described in paragraphs (b) and (d) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from the University to that Coop; provided, however, that if the nature of that Coop's default is such that more than thirty (30) days are reasonably required for its cure, then that Coop shall not be deemed to be in default if that Coop commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(f) The violation more than eight (8) times in any calendar year by that Coop of any provisions of Addendum F, attached hereto, where notice has been given pursuant to Section 17.1(e) above.

17.2 Additional Remedies for Health and Safety Violations. If any Coop fails to remedy any failure to comply with a health and safety violation, in addition to having the right to declare a default under Section 17.1(d), the University may perform or cause the performance

of such remedy during posted business hours of that Coop, at the Coop's cost. The University may, after giving written seventy-two (72) hour notice to the Coop (except in the case of an emergency in which there is an imminent risk of loss or damage to property or injury or death to person, in which case no notice shall be required and the provisions of Section 26 of this Space Agreement shall apply), enter the Premises to do such things as the University reasonably considers necessary in connection with such performance. The affected Coop shall reimburse the University for the cost of such remedial action as provided in Section 17.3(a), upon written demand from the University to the affected Coop.

17.3 University's Remedies for Defaults by any Coop. Subject to the dispute resolution processes of Section 18 when applicable, in the event of any such material default or breach by a Coop, the University may at any time thereafter, with or without notice or demand and without limiting the University in the exercise of any right or remedy which the University may have by reason of such default or breach:

(a) Collect as liquidated damages from the defaulting Coop the cost to correct such default plus three times the amount of the monthly rent until such default is corrected or until this Space Agreement is terminated whichever occurs last.

(b) Maintain the defaulting Coop's right to possession in which case this Space Agreement shall continue in effect whether or not the defaulting Coop shall have abandoned the Premises. In such event the University shall be entitled to enforce all of the University's rights and remedies under this Space Agreement, including the right to recover the rent as it becomes due hereunder.

(c) Terminate the defaulting Coop's right to possession of the Premises by any lawful means, in which case this Space Agreement shall terminate as to that Coop only and the defaulting Coop shall immediately surrender possession of the Premises to the University. In such event the University shall be entitled to recover from the defaulting Coop all damages incurred by the University by reason of that Coop's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of that Coop's Term after the time of such award exceeds the amount of such rental loss for the same period that the Coop proves could be reasonably avoided.

(d) Pursue any other remedy now or hereafter available to the University and against the defaulting Coop, under the laws or judicial decisions of California. Unpaid installments of rent and other unpaid monetary obligations of the defaulting Coop under the terms of this Space Agreement shall bear interest from the date due at the maximum rate then allowable by law.

(e) Retain all rights provided under California law with respect to personal property abandoned by the defaulting Coop.

17.4 Notice to the AS and GSA. The University shall give written notice of default under Section 17 to the AS and GSA if notice is given to the defaulting Coop.

17.5 Default Under Student Organization Regulations. In the event any Coop engages in actions which constitute a violation of both this Space Agreement and the regulations affecting its status as a UCSD registered student organization, the University shall

be entitled to proceed to process such violations under either or both this Space Agreement and such regulations, depending on the circumstances of the violation, in the sole judgment of the University.

17.6 Default by the University.

(a) Enforcement by an Affected Coop. In addition to the provisions of Section 9.1(g) governing the repair obligations of the University, the University shall not be in default unless the University fails to perform other obligations required of the University within a reasonable time, but in no event later than thirty (30) days after written notice by the affected Coop to the University; provided, however, that if the nature of the University's obligation is such that more than thirty (30) days are required for performance, then the University shall not be in default if the University commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

(b) Enforcement by the AS and GSA. The parties acknowledge that UCSD students, as represented by the AS and GSA, are intended beneficiaries of this Space Agreement. In the event that the University fails to honor the delegations of responsibility to the AS and GSA on behalf of students as described in Section 1.4, including the right to receive notice under Section 17.4, the AS and GSA shall be entitled to exercise any and all remedies permitted to them by law if such remedies exist, such as specific performance of this Space Agreement as to such responsibilities, including enforcement through injunctive relief such as a temporary protective order, preliminary injunction, and permanent injunction. Any such remedies may be exercised jointly or severally by either or both of the AS and GSA.

17.7 Late Charges. Each Coop hereby acknowledges that late payment to the University of rent and other sums due hereunder will cause the University to incur costs not contemplated by this Space Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the University by the terms of any mortgage or trust deed covering the Premises of the affected Coop. Accordingly, if any installment of rent or any other sum due from any Coop shall not be received by the University or the University's designee within five (5) days after such amount shall be due, then, without any requirement for notice to that Coop, that Coop shall pay to the University a late charge equal to Ten dollars (\$10.00) for each day that payment is late. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the University will incur by reason of late payment by the affected Coop. Acceptance of such late charge by the University shall in no event constitute a waiver of that Coop's default with respect to such overdue amount, nor prevent the University from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent from the affected Coop shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding paragraph 3 or any other provision of this Space Agreement to the contrary.

18. Dispute Resolution. It is the desire of the Parties that certain operating disputes identified in this Section 18 may be subject to AS and GSA and administrative review and resolution at UCSD before resort to judicial processes is necessary. In the absence of the initiation of such processes, however, the remedies provided by this Space Agreement, and as otherwise permitted by law, shall be fully available.

18.1 AS and GSA Dispute Resolution.

(a) Informal Resolution. Designated representatives of the AS and GSA shall, on a regular basis, be available on an informal basis to mediate disputes between the Parties. The University or any Coop may seek to resolve compliance disputes arising under this Space Agreement, prior to the giving of formal notices of default, by requesting mediation by the AS and GSA in writing with notice to the other Party, provided that such mediation shall not be required as a condition to initiating formal resolution.

(b) Formal Resolution. The University or any Coop may request formal dispute resolution by the AS and GSA by giving written notice to the AS and GSA and the other Party to the dispute as provided herein. Unless otherwise agreed to in writing by the parties to the dispute, within ten (10) academic days of the giving of such notice, the AS and GSA shall hold a dispute resolution hearing and shall render their written findings within an additional ten (10) academic days of such hearing. Formal dispute resolution shall be available with respect to the following disputes arising under this Space Agreement:

(1) If initiated within ten (10) academic days following the giving of a notice of default under any of the following Sections, or within ten (10) academic days of the giving of a notice of inadequate corrective action taken by any Party following the giving of a notice to correct or of default, should the receiving Party dispute the existence of the default or deficiency described in such notice:

- (i) Section 17.1(b), but only with respect to any other payment required to be made by that Coop under the terms of this Space Agreement, and specifically excluding any failure to make any payment of Monthly Rent or Additional Rent;
- (ii) Section 17.1(e);
- (iii) Section 17.1(f); and
- (iv) Section 17.6(a).

(2) Disputes arising under Section 17.1(d), but only if a dispute is initiated within five (5) academic days of a notice to mitigate a health and safety violation given by the Director should there be a dispute concerning the existence of a violation, the suitability of corrective action requested by the University for a violation, or the adequacy of action taken by the affected Coop in response to the request. This shall not apply to (a) inspections by and orders of the UCSD Department of Environment Health & Safety, the reports of which are strictly subject to administrative office hearing within that Department in cases of dispute; nor (b) emergencies as described in Sections 17.2 and 26.

(3) If initiated within thirty (30) days of the termination or expiration of this Space Agreement as to any Coop, should the University not extend this Space Agreement with respect to any Coop for reasons other than a failure of such Coop to obtain a certification by the AS and GSA as required by Section 1.4.

18.2 Procedures for AS and GSA Dispute Resolution. Should the AS and GSA not issue its written findings within ten (10) academic days as required by Section 18.1, for any

reason (such as summer vacation or inability to obtain the cooperation of a Party to the dispute), the University or the affected Coop may, at its option, initiate the review process of Section 18.3 or exercise the remedies otherwise permitted to it under this Space Agreement and/or applicable law.

18.3 Review by UCSD Chancellor. The Parties shall be permitted to request a review by the Chancellor of UCSD in the following circumstances:

(a) Within ten academic (10) days following issuance of the written findings by the AS and GSA as provided by Section 18.1, in the event the Coop involved in the dispute or the University disagrees with the findings of the AS and GSA following such process; and

(b) Unless the Parties involved in the dispute have agreed to one or more extensions of time for action as permitted by Section 18.1(b), within twenty-five (25) academic days of the initiation of a request for dispute resolution under Section 18.1, in cases where the AS and GSA process is not timely completed for any reason; such review will be on the same grounds as had been requested of the AS and GSA process.

18.4 Process for Review by Chancellor. The party seeking to initiate a Chancellor's appeal or review of a dispute under this Space Agreement shall put the request in writing, identify the grounds under which such review is appropriate, including a description of the nature of the complaint and the requested remedy, and where applicable, the grounds for overturning the findings of the AS and GSA. Promptly upon receipt of such request, the Chancellor will appoint an on-campus committee comprised of the following membership, which committee shall review the evidence presented and shall make a recommendation to the Chancellor concerning the issues in dispute within thirty (30) days of appointment, if possible:

- VC Business Affairs (Chair)
- Controller/AVC Business and Financial Services (VC Business Affairs)
- Associate Director Retail Services, Housing & Dining Services (VC Business Affairs)
- Chair, Council of Deans (VC Student Affairs)
- AS President
- GSA President
- UCAB Chair

The Vice Chancellor for Business Affairs shall chair the Committee and vote only in the event of a tie. Should the duties of one or more members of the Chancellor's Committee change during the Term of this Space Agreement, the Parties shall agree on a replacement whose duties and campus role approximate those of that former member.

The Committee review and assessment process shall, at a minimum, include a review of all of the documentation relating to the dispute as provided by the Parties and may be de novo as to the basis for decision-making (that is, no error in previous proceedings, omitted or new evidence or other procedural defect need be the basis for a contrary outcome). In the discretion of the Committee, the Committee may conduct informal interviews of principals of the Parties and witnesses but shall not have an obligation to hold a formal hearing. The Parties shall be notified in writing of the proposed recommendation of the Committee with an opportunity to comment before it is finalized. The Committee shall report its recommendation to the Chancellor who shall decide the matter after considering such recommendation. The affected Coop and the University shall be notified in writing of the Chancellor's conclusions, which conclusions shall be final and binding on the University and the affected Coop.

19. CONDEMNATION. If any Coop Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), the Space Agreement for the affected Premises shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the floor area of the building of which the Premises is a part, is taken by condemnation, the affected Coop may, at the Coop's option, to be exercised in writing only within ten (10) days after the University shall have given the Coop written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Space Agreement as of the date the condemning authority takes such possession. If the affected Coop does not terminate this Space Agreement in accordance with the foregoing, the Space Agreement for the affected Premises shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the University, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that the affected Coop shall be entitled to any award for loss of or damage to the Coop's trade fixtures and removable personal property. In the event that the Space Agreement for the affected Premises is not terminated by reason of such condemnation, the University shall to the extent of severance damages received by the University in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that the Coop has been reimbursed therefor by the condemning authority. The Coop shall pay any amount in excess of such severance damages required to complete such repair.

20. SEVERABILITY. The invalidity of any provision of this Space Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21. INTEREST ON PAST-DUE OBLIGATIONS. Except as expressly herein provided, any amount due to the University not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by any Coop under this Space Agreement, provided, however, that interest shall not be payable on late charges incurred by that Coop.

22. TIME OF ESSENCE. Time is of the essence.

23. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Space Agreement contains all agreements of the Parties and the AS and GSA with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Space Agreement may be modified in writing only, signed by the Parties and the AS and GSA, except that amendments to Addenda A-1, A-2, B, C and D shall be effective if executed only by the affected Coop and the University. Except as otherwise stated in this Space Agreement, Each Coop and the AS and GSA hereby acknowledges that neither the University nor any employees or agents of the University have made any oral or written warranties or representations to it relative to the condition or use by each Coop of its respective Premises and each Coop acknowledges that it assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of its respective Premises and the compliance thereof with all applicable laws and regulations in effect during the Term

and any Extended Term(s) of its occupancy under the Space Agreement as to each Coop, except as otherwise specifically stated in this Space Agreement.

24. WAIVERS. No waiver by the University of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by any Coop of the same or any other provision. The University's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the University's consent to or approval of any subsequent act by that Coop. The acceptance of rent hereunder by the University shall not be a waiver of any preceding breach by that Coop of any provision hereof, other than the failure of that Coop to pay the particular rent so accepted, regardless of the University's knowledge of such preceding breach at the time of acceptance of such rent.

25. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by the Coops and subject to the provisions of Section 15, this Space Agreement shall bind the Parties, their personal representatives, successors and assigns. All signatories to this Space Agreement agree that (a) the operation, interpretation and enforcement of this Space Agreement shall be governed by the laws of the State of California and that (b) all signatories are subject to University policies and procedures, now in effect or hereafter amended or adopted.

26. UNIVERSITY'S ACCESS. The University and the University's agents shall have the right to enter any of the Premises at reasonable times for the purpose of (a) inspecting the same to determine whether that Coop is complying with the terms of this Space Agreement, (b) performing or conducting other lawful acts that may be necessary to protect the health or safety of any person, (c) preventing damage to the Premises or property in, on, around or about said Premises or to protect the University's interest in said Premises, or (d) performing the University's duties under this Space Agreement. When entering the Premises, the University's agents, representative, or employees shall identify themselves to that Coop and explain the purpose of the inspection. When inspection is necessary during non-posted operating hours, a twenty-four (24) hour written notice shall be given by the University to that Coop. The written notice shall include the reason(s) for the required access, the identity of those accessing the Premises, and the estimated time of the access. Upon the execution of this Space Agreement, each Coop shall provide the University with a list of contact persons ; thereafter, each Coop shall provide the University with an updated list if any changes in contacts occur.

Advance notice is not required for:

(a) health and safety inspections of any Premises conducted by UCSD Environment, Health, and Safety (EH&S) in the case of any Coop operating food services in the Premises. EH&S Health and Safety inspection shall occur during posted operating hours of the Coop.

(b) emergency situations. For the purpose of this Space Agreement, an emergency shall be defined as a situation in which human life or property is in clear and immediate jeopardy and prompt intervention or summoning of aid is essential. For example, seeking to enforce compliance with University Policies and Procedures shall require advance notice unless such compliance is related to EH&S health and safety inspections or an emergency as defined herein. In case of an emergency where access was required without advance notification, the University will notify the Coop in writing within twenty-four (24) hours of such access.

27. QUIET POSSESSION. Upon each Coop paying the rent for its Premises and observing and performing all of the covenants, conditions and provisions on its part to be observed and

performed hereunder, such Coop shall have quiet possession of its Premises for the entire Term and any Extension Term(s) hereunder subject to all of the provisions of this Space Agreement.

28. RULES AND REGULATIONS. In addition to the provisions of Section 6 herein, each Coop agrees that it will abide by, keep and observe all reasonable rules and regulations, as designated in Addendum F which the University may make from time to time for the management, safety, care, and cleanliness of the Premises and adjacent areas. The University agrees that the rules and regulations shall not be changed, revised, or enforced in any unreasonable way by the University nor enforced or changed by the University in such a way as to interfere with each Coop's quiet enjoyment of its respective Premises under this Space Agreement, unless such enforcement or change is required by amendments to existing law or University policy applicable equally to all tenants at UCSD.

29. AUTHORITY. Each individual executing this Space Agreement on behalf of his or her Coop represents and warrants that he or she is duly authorized to execute and deliver this Space Agreement on behalf of his or her Coop. If any Coop is a corporation, trust, or partnership, that Coop shall, within thirty (30) days after execution of this Space Agreement, deliver to the University evidence of such authority satisfactory to the University.

30. EXECUTION IN COUNTERPARTS. This Space Agreement may be executed by the participants in counterparts and shall be effective when so signed by all Parties and concurring entities. The original Space Agreement and signature page(s) shall be retained by the UCSD Real Estate Development office, with true and correct copies being provided to all Parties and concurring entities.

31. ADDENDA. Attached hereto are Addenda A through H which constitute a part of this Space Agreement.

The Parties hereto have executed this Space Agreement at the place on the dates specified immediately adjacent to their respective signatures.

UNIVERSITY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name (Print): _____

Title: _____

Date: _____

THE COOPS

UCSD FOOD COOPERATIVE

By: _____

Name (Print): _____

Title: _____

Date: _____

CHE CAFÉ COLLECTIVE

By: _____

Name (Print): _____

Title: _____

Date: _____

GROUNDWORK BOOKS

By: _____

Name (Print): _____

Title: _____

Date: _____

UCSD GENERAL STORE COOPERATIVE

By: _____

Name (Print): _____

Title: _____

Date: _____

ASSOCIATED STUDENTS OF UCSD

By: _____

Name (Print): _____

Title: _____

Date: _____

GRADUATE STUDENT ASSOCIATION OF UCSD

By: _____

Name (Print): _____

Title: _____

Date: _____

**CONCURRENCE WITH THIS SPACE AGREEMENT AS IT PERTAINS TO SECTION 2.7
PROCESS FOR ALLOCATION OF UNIVERSITY CENTERS SPACE:**

UNIVERSITY CENTERS ADVISORY BOARD

By: _____

Name (Print): _____

Title: _____

Date: _____

Addendum A-1
SPACE AGREEMENT PROVISIONS FOR
THE UCSD FOOD COOPERATIVE (the "Food Coop")
STUDENT CENTER PREMISES

The numbered Sections used in this Addendum shall correspond to those appearing in the Space Agreement.

1. PREMISES.

1.1 Current Premises. The Premises as of the date of this Space Agreement ("Current Premises") for the Food Coop shall be described as approximately 1,304.26 square feet, located in the Student Center, as further shown in Exhibit 1.

1.2 New Premises. The Premises as of the date of completion of the Phase 2 construction of the Student Center ("New Premises") for the Food Coop shall be described as approximately 1,346 square feet, located in the Student Center, as further shown in Exhibit 2.

2.1 Term. The term of the Food Coop's Space Agreement (the "Term") shall be for twenty-four (24) months, commencing on May 1, 2006 ("Space Agreement Commencement Date") and ending on April 30, 2008 ("Space Agreement Expiration Date"), unless extended or sooner terminated pursuant to any provision hereof.

3.1 Monthly Rent.

3.1.1 Current Premises. The Food Coop shall pay the University monthly rent ("Monthly Rent") for the Current Premises, in advance on the first of each month, in the sum of Forty Cents (\$0.40) per square foot per month, or a total of Five Hundred Twenty One Dollars and Seventy Cents (\$521.70). Payments shall be made to the University at the address provided in Section 5 herein.

3.1.2 New Premises. The Food Coop shall pay the University monthly rent ("Monthly Rent") for the New Premises, in advance on the first of each month, in the sum of the rate per square foot per month as is at that time in effect, for the square footage as described in Section 1.2 above. Payments shall be made to the University at the address provided in Section 5 herein.

4. Security Deposit. The Food Coop shall deposit with the University upon execution hereof Eight Hundred Thirty Two Dollars (\$832.00), in accordance with the provisions of Section 4 of the Space Agreement.

5. Notices.

To the Food Coop:

UCSD Food Cooperative
University of California, San Diego
9500 Gilman Drive
Student Center, Mail Code 0323
La Jolla, CA 92093-0323
Food-Coop@libertad.ucsd.edu

6.1 Use. The Premises shall be used and occupied only for the purpose of selling to UCSD students and the UCSD community food items as listed below, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement".

The Coop shall:

(a) offer food products that are an alternative to those choices that are currently available in the University community.

(b) not carry products produced as a result of the death or mistreatment of any kind of animal. However, dairy products and products containing eggs may be carried as an exception with this principle in mind. Dairy product shall be carried in this order: 1) free range, 2) cruelty free.

(c) not carry products containing preservatives, colorings, additives, or those processed with chemicals; any of which are considered to potentially have toxic, cancerous, or other disease promoting effects.

(d) not carry products containing sucrose (brown sugar, white sugar), corn syrup, or other extremely refined sweeteners, but shall try to stock and sell products in this order: 1) unsweetened, 2) fruit sweetened, 3) honey sweetened, 4) fructose sweetened.

(e) not carry products containing bleached flour.

(f) try to stock food in this order: 1) non-fat, 2) low fat, 3) unsaturated, 4) saturated' in order to reflect a concern about the high correlation between saturated fat consumption and health problems.

(g) not carry products containing genetically modified organisms.

(h) not use grilling, baking, frying or other means of preparing food that requires an exhaust hood within the Premises, since a kitchen exhaust hood system will not be installed in the Premises.

11.1 Insurance. The Food Coop, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence
\$1,000,000
2. Products/Completed Operations Aggregate
\$1,000,000
3. Personal and Advertising Injury
\$1,000,000

4. General Aggregate
\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Space Agreement Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence, if applicable.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse the Coop for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

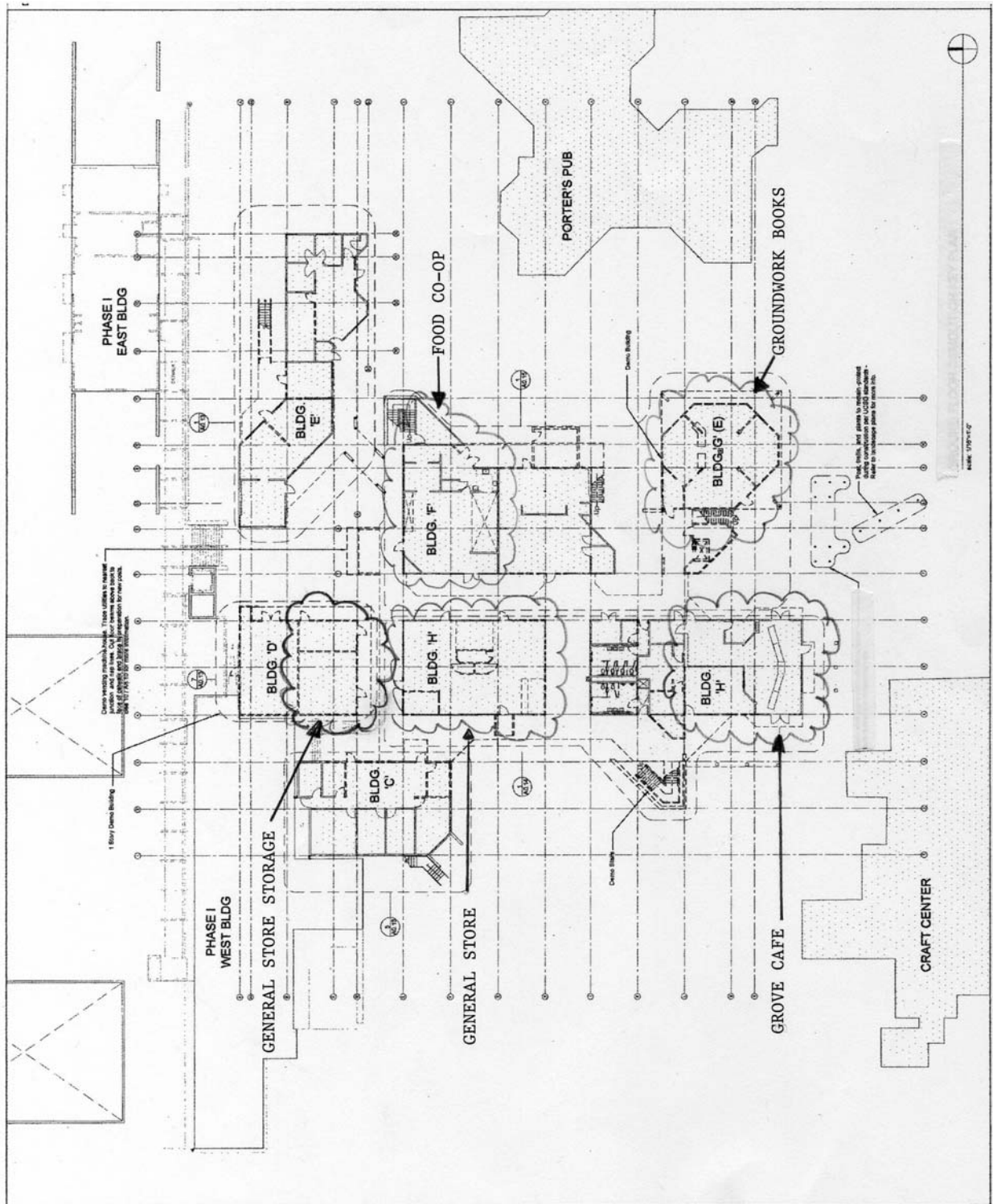
(d) Workers' Compensation as required by California law.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Coop and the University against other insurable risks relating to performance.

The coverage referred to under (a) and (b) of this paragraph shall include the University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Coop, its officers, partners, agents, and employees. The Coop, upon the execution of this Space Agreement, shall furnish the University with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to the University of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Coop.

**Exhibit 1
DESCRIPTION OF CURRENT PREMISES FOR
THE FOOD COOP
STUDENT CENTER**



Addendum A-2
SPACE AGREEMENT PROVISIONS FOR
THE UCSD FOOD COOPERATIVE (the "Food Coop")
PRICE CENTER PREMISES

The numbered Sections used in this Addendum shall correspond to those appearing in the Space Agreement.

1. PREMISES. The Premises for the Food Coop shall be described as approximately 446 square feet, located in the Price Center, as further shown in Exhibit 1.

2.1 Term. The term of the Food Coop's Space Agreement (the "Term") shall be for twenty-four (24) months, commencing on January 4, 2006 ("Space Agreement Commencement Date") and ending on January 3, 2008 ("Space Agreement Expiration Date"), unless extended or sooner terminated pursuant to any provision hereof.

3.1 Monthly Rent. The Food Coop shall pay the University monthly rent ("Monthly Rent"), in advance on the first of each month, in the sum of Forty Cents (\$0.40) per square foot per month, or a total of One Hundred Seventy Eight Dollars and Forty Cents (\$178.40). Payments shall be made to the University at the address provided in Section 5 herein.

4. Security Deposit. The Food Coop shall deposit with the University upon execution hereof Three Hundred (\$300.00), in accordance with the provisions of Section 4 of the Space Agreement.

5. Notices.

To the Food Coop:

UCSD Food Cooperative
University of California, San Diego
9500 Gilman Drive, Mail Code 0323
La Jolla, CA 92093-0323
Food-Coop@libertad.ucsd.edu

6.1 Use. The Premises shall be used and occupied only for the purpose of selling to UCSD students and the UCSD community food items as listed below, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement". The Coop agrees not to sell or offer food items identified in Exhibit 2, "Price Center Exclusives," which lists the exclusives accorded to tenants in the Price Center.

The Coop shall:

(a) offer food products that are an alternative to those choices that are currently available in the university community.

(b) not carry products produced as a result of the death or mistreatment of any kind

of animal. However, dairy products and products containing eggs may be carried as an exception with this principle in mind. Dairy product shall be carried in this order: 1) free range, 2) cruelty free.

(c) not carry products containing preservatives, colorings, additives, or those processed with chemicals; any of which are considered to potentially have toxic, cancerous, or other disease promoting effects.

(d) not carry products containing sucrose (brown sugar, white sugar), corn syrup, or other extremely refined sweeteners, but shall try to stock and sell products in this order: 1) unsweetened, 2) fruit sweetened, 3) honey sweetened, 4) fructose sweetened.

(e) not carry products containing bleached flour.

(f) try to stock food in this order: 1) non-fat, 2) low fat, 3) unsaturated, 4) saturated' in order to reflect a concern about the high correlation between saturated fat consumption and health problems.

(g) not carry products containing genetically modified organisms.

(h) not use grilling, baking, frying or other means of preparing food that requires an exhaust hood within the Premises, since a kitchen exhaust hood system will not be installed in the Premises.

11.1 Insurance. The Food Coop, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence
\$1,000,000
2. Products/Completed Operations Aggregate
\$1,000,000
3. Personal and Advertising Injury
\$1,000,000
4. General Aggregate
\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Space Agreement Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence, if applicable.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse the Coop for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter

constructed or installed.

(d) Workers' Compensation as required by California law.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Coop and the University against other insurable risks relating to performance.

The coverage referred to under (a) and (b) of this paragraph shall include the University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Coop, its officers, partners, agents, and employees. The Coop, upon the execution of this Space Agreement, shall furnish the University with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to the University of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Coop.

28. RULES AND REGULATIONS. The Coop agrees that it will abide by, keep and observe all reasonable rules and regulations, as designated in Exhibit 3 (for the Price Center Premises) which the University may make from time to time for the management, safety, care, and cleanliness of the adjacent areas.

Exhibit A

Shogun
TENANT LEASE SPACE "A"
1106/sf

Food Co-op
422/sf

BEATING AREA = 1250 SQ. FT.

SECURITY GRILLE

BEAT 1

BEAT 2

BEAT 3

BEAT 4

BEAT 5

BEAT 6

BEAT 7

BEAT 8

BEAT 9

BEAT 10

BEAT 11

BEAT 12

BEAT 13

BEAT 14

BEAT 15

BEAT 16

BEAT 17

BEAT 18

BEAT 19

BEAT 20

BEAT 21

BEAT 22

BEAT 23

BEAT 24

BEAT 25

BEAT 26

BEAT 27

BEAT 28

BEAT 29

BEAT 30

BEAT 31

BEAT 32

BEAT 33

BEAT 34

BEAT 35

BEAT 36

BEAT 37

BEAT 38

BEAT 39

BEAT 40

BEAT 41

BEAT 42

BEAT 43

BEAT 44

BEAT 45

BEAT 46

BEAT 47

BEAT 48

BEAT 49

BEAT 50

BEAT 51

BEAT 52

BEAT 53

BEAT 54

BEAT 55

BEAT 56

BEAT 57

BEAT 58

BEAT 59

BEAT 60

BEAT 61

BEAT 62

BEAT 63

BEAT 64

BEAT 65

BEAT 66

BEAT 67

BEAT 68

BEAT 69

BEAT 70

BEAT 71

BEAT 72

BEAT 73

BEAT 74

BEAT 75

BEAT 76

BEAT 77

BEAT 78

BEAT 79

BEAT 80

BEAT 81

BEAT 82

BEAT 83

BEAT 84

BEAT 85

BEAT 86

BEAT 87

BEAT 88

BEAT 89

BEAT 90

BEAT 91

BEAT 92

BEAT 93

BEAT 94

BEAT 95

BEAT 96

BEAT 97

BEAT 98

BEAT 99

BEAT 100

BEAT 101

BEAT 102

BEAT 103

BEAT 104

BEAT 105

BEAT 106

BEAT 107

BEAT 108

BEAT 109

BEAT 110

BEAT 111

BEAT 112

BEAT 113

BEAT 114

BEAT 115

BEAT 116

BEAT 117

BEAT 118

BEAT 119

BEAT 120

BEAT 121

BEAT 122

BEAT 123

BEAT 124

BEAT 125

BEAT 126

BEAT 127

BEAT 128

BEAT 129

BEAT 130

BEAT 131

BEAT 132

BEAT 133

BEAT 134

BEAT 135

BEAT 136

BEAT 137

BEAT 138

BEAT 139

BEAT 140

BEAT 141

BEAT 142

BEAT 143

BEAT 144

BEAT 145

BEAT 146

BEAT 147

BEAT 148

BEAT 149

BEAT 150

BEAT 151

BEAT 152

BEAT 153

BEAT 154

BEAT 155

BEAT 156

BEAT 157

BEAT 158

BEAT 159

BEAT 160

BEAT 161

BEAT 162

BEAT 163

BEAT 164

BEAT 165

BEAT 166

BEAT 167

BEAT 168

BEAT 169

BEAT 170

BEAT 171

BEAT 172

BEAT 173

BEAT 174

BEAT 175

BEAT 176

BEAT 177

BEAT 178

BEAT 179

BEAT 180

BEAT 181

BEAT 182

BEAT 183

BEAT 184

BEAT 185

BEAT 186

BEAT 187

BEAT 188

BEAT 189

BEAT 190

BEAT 191

BEAT 192

BEAT 193

BEAT 194

BEAT 195

BEAT 196

BEAT 197

BEAT 198

BEAT 199

BEAT 200

BEAT 201

BEAT 202

BEAT 203

BEAT 204

BEAT 205

BEAT 206

BEAT 207

BEAT 208

BEAT 209

BEAT 210

BEAT 211

BEAT 212

BEAT 213

BEAT 214

BEAT 215

BEAT 216

BEAT 217

BEAT 218

BEAT 219

BEAT 220

BEAT 221

BEAT 222

BEAT 223

BEAT 224

BEAT 225

BEAT 226

BEAT 227

BEAT 228

BEAT 229

BEAT 230

BEAT 231

BEAT 232

BEAT 233

BEAT 234

BEAT 235

BEAT 236

BEAT 237

BEAT 238

BEAT 239

BEAT 240

BEAT 241

BEAT 242

BEAT 243

BEAT 244

BEAT 245

BEAT 246

BEAT 247

BEAT 248

BEAT 249

BEAT 250

BEAT 251

BEAT 252

BEAT 253

BEAT 254

BEAT 255

BEAT 256

BEAT 257

BEAT 258

BEAT 259

BEAT 260

BEAT 261

BEAT 262

BEAT 263

BEAT 264

BEAT 265

BEAT 266

BEAT 267

BEAT 268

BEAT 269

BEAT 270

BEAT 271

BEAT 272

BEAT 273

BEAT 274

BEAT 275

BEAT 276

BEAT 277

BEAT 278

BEAT 279

BEAT 280

BEAT 281

BEAT 282

BEAT 283

BEAT 284

BEAT 285

BEAT 286

BEAT 287

BEAT 288

BEAT 289

BEAT 290

BEAT 291

BEAT 292

BEAT 293

BEAT 294

BEAT 295

BEAT 296

BEAT 297

BEAT 298

BEAT 299

BEAT 300

BEAT 301

BEAT 302

BEAT 303

BEAT 304

BEAT 305

BEAT 306

BEAT 307

BEAT 308

BEAT 309

BEAT 310

BEAT 311

BEAT 312

BEAT 313

BEAT 314

BEAT 315

BEAT 316

BEAT 317

BEAT 318

BEAT 319

BEAT 320

BEAT 321

BEAT 322

BEAT 323

BEAT 324

BEAT 325

BEAT 326

BEAT 327

BEAT 328

BEAT 329

BEAT 330

BEAT 331

BEAT 332

BEAT 333

BEAT 334

BEAT 335

BEAT 336

BEAT 337

BEAT 338

BEAT 339</

Exhibit 2
PRICE CENTER EXCLUSIVES
FOR THE FOOD COOP
PRICE CENTER

Additional Restrictions on the Coop's Use

The Coop is prohibited from selling, offering or preparing the following food items:

- 1.) Quick service hamburger sandwiches.
- 2.) Mexican prepared food items as its primary source of business, which shall include, without limitation, burritos, tacos, tostadas, Mexican salads, quesadillas, nachos, and similar food prepared in an ethnically Mexican fashion.
- 3.) Submarine-style sandwiches as its primary source of business.
- 4.) Fresh juices that are squeezed or extracted on the Premises and fresh blended juice drinks (including but not limited to smoothies), which blended juice drinks are made-to-order and blended on the Premises except for pre-packaged juices and juice products, provided such sales do not exceed 10% of Tenant's Gross Sales.
- 5.) Quick service Chinese food including "Beef with Broccoli," "Orange Flavored Chicken," "Mandarin Chicken," "Chicken With Mushrooms," "Spicy Chicken With Peanuts," "Black Pepper Chicken," and "Chinese Egg Rolls."

Exhibit 3

PRICE CENTER RULES AND REGULATIONS **FOR THE FOOD COOP** **PRICE CENTER**

1. Sidewalks, doorways, vestibules, halls, seating areas, stairways and similar areas shall not be obstructed by or used by the Coop for any purpose other than ingress and egress to and from the Premises and for going from one to another part of the Price Center. Tools, supplies, equipment, trash, and other items cannot be stored outdoors unless in locations approved by the University. Use of any area other than the Premises, including but not limited to halls, closets, public areas, corridors, and equipment rooms, may result in removal of the Coop's property from the prohibited area.
2. Carts or vehicles can be stored overnight at the Price Center. Vehicles/carts used to deliver items for sale to the Premises can park a maximum of 15 minutes per delivery at the Price Center loading dock. Delivery vehicles/carts must be labeled or marked with a sign that clearly identifies them as delivery vehicles. Deliveries should be made promptly through the loading dock, the service elevator, and the service corridor on the north side of the ballroom to the 2nd floor exterior walkway. A cart delivering items for sale may park for a maximum of 15 minutes per delivery adjacent to the intersection of the Price Center sidewalk and Library Walk. The University may restrict or discontinue access to this location for vehicle or cart deliveries at its sole discretion and without limitation or prior notice.
3. The Coop must provide its own janitorial services for the Premises. During each day that the the Coop's business is open, the Coop must sweep its floor and remove and deposit all trash in the Premises into the trash compactor in the Price Center loading dock using a leak-proof trash can(s) preferably on wheels. The Coop shall not use trash bags to remove and dispose of trash. When not in use, the Coop's trash cans and containers for recyclable waste must be stored inside the Premises.
4. The Coop must deposit all recyclable cardboard in the designated cardboard recycling zone at the facility. If the facility has a cardboard compactor, the Coop must deposit its cardboard in the compactor unit. All recyclable waste must be stored inside the Premises until removed by the Coop to appropriate facility collection containers.
5. In the event that fire alarm is sounded in any or all parts of the Price Center, the Coop must immediately evacuate the Premises of all occupants including customers, volunteers, and employees.
6. The Coop shall not make or permit any improper noises in the Price Center, or otherwise interfere in any way with other facility occupants, or persons having business with them. The volume of any music sound system in the Premises must be kept at a level below that which patrons outside the Premises can hear.

7. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. To prevent food scraps from clogging the plumbing system, the Coop shall have a sink strainer in place (1/8 inch or 3/16 inch screen openings) in the drain of each sink including floor sinks. Drain screens should not be removed. Damage resulting to the sewer drain service, Premises, or any such fixtures or appliances from misuse by a Coop shall be paid by the Coop, and the University shall not in any case be responsible therefor. The Coop shall practice dry clean up, by removing food waste scraps with dry methods such as scraping, wiping, or sweeping, before using "wet" methods.
8. No signs, advertisements or notices shall be painted or affixed on or to any windows of the Game Room. Flyers and postings elsewhere in the building must conform to the Price Center posting policy.
9. The Premises shall not be used as a personal residence, such as for sleeping overnight, or for the keeping, storing or selling of intoxicating beverages, narcotics, or dangerous substances.
10. No animals or pets, besides service animals, and no bicycles shall enter the Premises at any time.
11. Directories and floor plans of the building identifying the location of occupants of the Price Center, including the Coop, will be placed by the University, at its own expense, in conspicuous places in the Price Center. No other directories shall be permitted.
12. As a safety precaution, the Coop shall notify the University Centers Maintenance Manager in advance when safes or other heavy equipment are to be taken in or out of the Price Center. To protect the facility, the University shall have the right to prescribe the weight and position of heavy equipment and safes. Any damage to the Price Center caused by installation or removal of the Coop's property, or done by the Coop's property while in the Price Center, shall be repaired at the expense of the Coop.
13. Flammable products, which may include paints and cleaning supplies, must be stored and disposed of properly according to State and University regulations. Contact the University Centers Maintenance Manager at (858) 534-5238 for more information.
14. California Health and Safety Code Section 113946 specifies that food service tenants must maintain a copy of their most recent inspection report at the Premises. In addition, food service tenants must post a notice in a visible location informing its customers of the availability of the report. Food service tenants are required to maintain a copy of all inspection reports on site and make them available for review by the public, upon request.
15. The Coop will not install or operate any vending machine in the Premises.
16. The Coop's Point of Sale (POS) cash register shall provide customers with a

visual display of the sale amount.

17. Kitchen grease and other waste products must be stored and disposed of in accordance with state, federal, and University regulations.
18. With the exception of blenders, the Coop shall not operate any equipment or device in the Premises that makes any noise or vibration that diners in the adjacent dining seating area can hear or feel.
19. The Coop will not provide catering services to any activity in the Price Center without the written consent of the UCSD Catering Manager.
20. The Coop shall not install satellite dishes, antennas, or other such devices to the exterior of the Premises without the University's written consent.

Addendum B
SPACE AGREEMENT PROVISIONS FOR
THE CHE CAFÉ COLLECTIVE (the "Che Cafe")

The numbered Sections used in this Addendum shall correspond to those appearing in the Space Agreement.

1. PREMISES. The Premises for the Che Cafe shall be described as approximately 1,050 square feet, as further shown in Addendum B-1.

2.1 Term. The term of the Che Café's Space Agreement (the "Term") shall be for twenty-four (24) months, commencing on May 1, 2006 ("Space Agreement Commencement Date") and ending on April 30, 2008 ("Space Agreement Expiration Date"), unless extended or sooner terminated pursuant to any provision hereof.

3.1 Monthly Rent. The Che Cafe shall pay the University monthly rent ("Monthly Rent"), in advance on the first of each month, in the sum of Eight Cents (\$0.08) per square foot per month, or a total of Eighty Four Dollars (\$84.00). Payments shall be made to the University at the address provided in Section 5 herein.

4. Security Deposit. The Che Cafe shall deposit with the University upon execution hereof One Hundred Fifty Dollars (\$150), in accordance with the provisions of Section 4 of the Space Agreement.

5. Notices.

To the Che Cafe:

Che Café Collective
PO Box 948434
La Jolla, CA 92037

6.1 Use. The Premises shall be used and occupied only for the purpose of providing all-ages programming, vegan food, a community garden, and meeting space, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement", and Addendum H "Event Programming Rules and Regulations for Che Café".

11.1 Insurance. The Che Cafe, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and obtain, keep in force and maintain insurance as follows:

- (a) Commercial Form General Liability Insurance (contractual liability included)

with minimum limits as follows:

1. Each Occurrence
\$3,000,000
2. Products/Completed Operations Aggregate
\$1,000,000
3. Personal and Advertising Injury
\$1,000,000
4. General Aggregate
\$5,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Space Agreement Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence, if applicable.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse the Coop for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

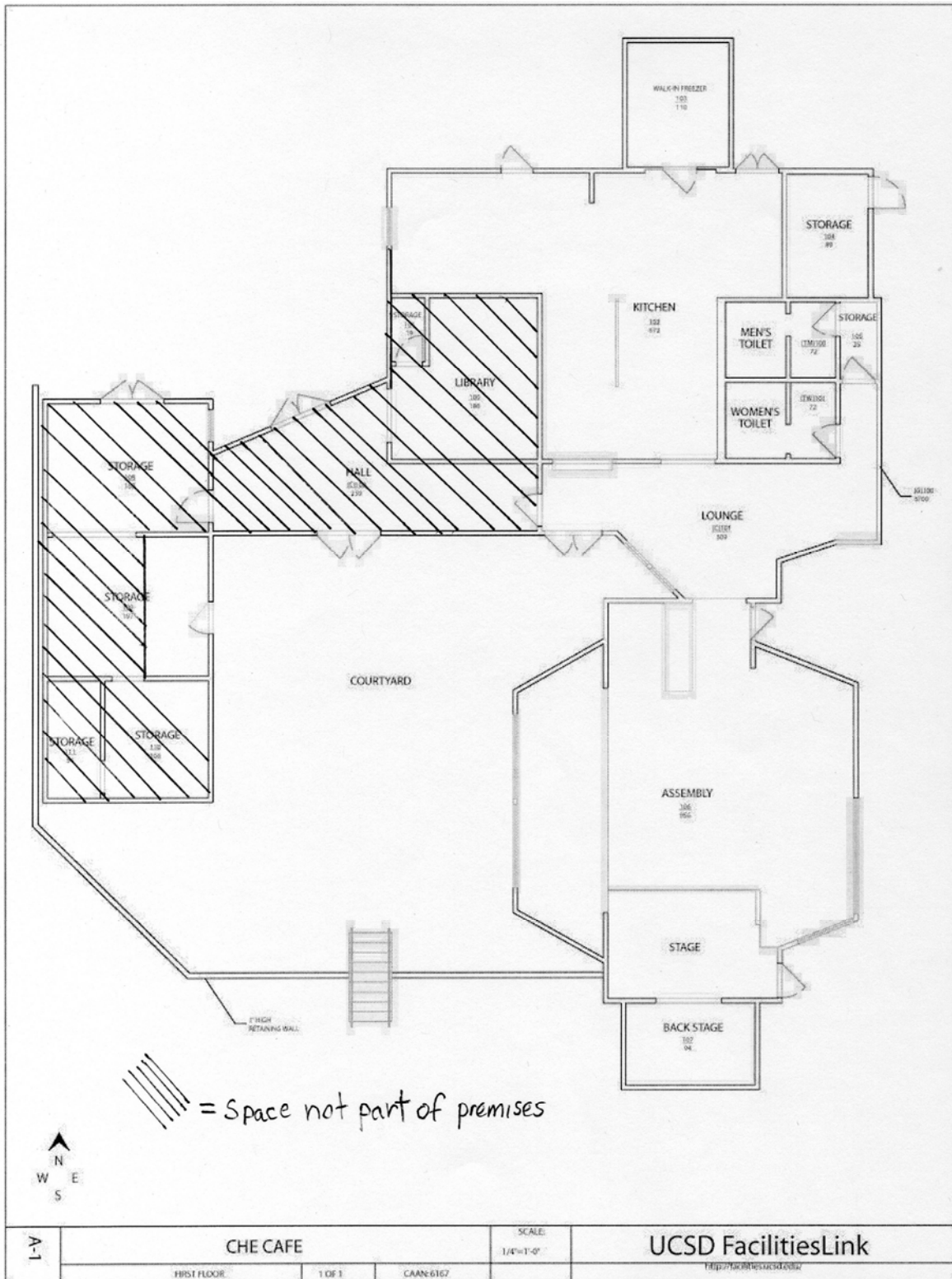
(d) Workers' Compensation as required by California law.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Coop and the University against other insurable risks relating to performance.

The coverage referred to under (a) and (b) of this paragraph shall include the University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Coop, its officers, partners, agents, and employees. The Coop, upon the execution of this Space Agreement, shall furnish the University with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to the University of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Coop.

Addendum B-1 **DESCRIPTION OF PREMISES FOR** **THE CHE CAFÉ**



Addendum C
SPACE AGREEMENT PROVISIONS FOR
GROUNDWORK BOOKS

The numbered Sections used in this Addendum shall correspond to those appearing in the Space Agreement.

1. PREMISES.

1.1 Current Premises. The Premises as of the date of this Space Agreement ("Current Premises") for Groundwork Books shall be described as approximately 1,110.64 square feet, located in the Student Center, as further shown in Addendum C-1.

1.2 New Premises. The Premises as of the date of completion, estimated in September, 2007, of the Phase 2 construction of the Student Center ("New Premises"), for Groundwork Books shall be described as approximately 1,216 square feet, located in the Student Center, as further shown in Addendum C-2.

2.1 Term. The term of Groundwork Books' Space Agreement (the "Term") shall be for twenty-four (24) months, commencing on May 1, 2006 ("Space Agreement Commencement Date") and ending on April 30, 2008 ("Space Agreement Expiration Date"), unless extended or sooner terminated pursuant to any provision hereof.

3.1 Monthly Rent.

3.1.1 Current Premises. Groundwork Books shall pay the University monthly rent ("Monthly Rent") for the Current Premises, in advance on the first of each month, in the sum of Seventy One Cents (\$0.71) per square foot per month, or a total of Seven Hundred Eighty Eight Dollars and Fifty Five Cents (\$788.55). Payments shall be made to the University at the address provided in Section 5 herein.

3.1.2 New Premises. Groundwork Books shall pay the University monthly rent ("Monthly Rent") for the New Premises, in advance on the first of each month, in the sum of the rate per square foot per month as is at that time in effect, for the square footage as described in Section 1.2 above. Payments shall be made to the University at the address provided in Section 5 herein.

4. Security Deposit. Groundwork Books shall deposit with the University upon execution hereof Eight Hundred Fifty Three Dollars (\$853.00), in accordance with the provisions of Section 4 of the Space Agreement.

5. Notices.

To Groundwork Books:

Groundwork Books
University of California, San Diego
9500 Gilman Drive
Student Center, Mail Code 0323
La Jolla, CA 92093-0323

6.1 Use. The Premises shall be used and occupied only for the purpose of (i) selling books, periodicals, posters, postcards, t-shirts, and similarly related items on a non-profit basis, and (ii) sponsoring programs and study groups, acting as a community center to UCSD and surrounding communities, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement".

11.1 Insurance. Groundwork Books, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence
\$1,000,000
2. Products/Completed Operations Aggregate
\$1,000,000
3. Personal and Advertising Injury
\$1,000,000
4. General Aggregate
\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Space Agreement Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence, if applicable.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse the Coop for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

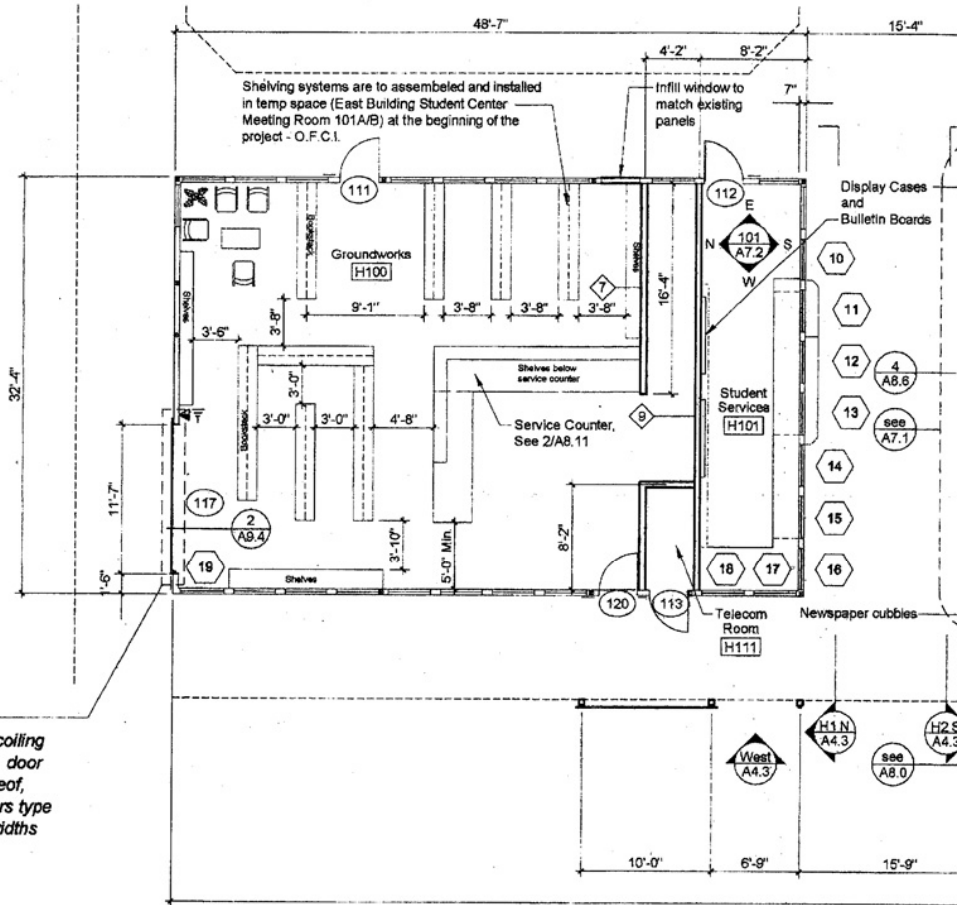
(d) Workers' Compensation as required by California law.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Coop and the University against other insurable risks relating to performance.

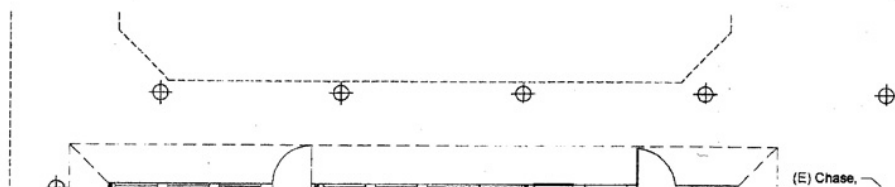
The coverage referred to under (a) and (b) of this paragraph shall include the University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Coop, its officers, partners, agents, and employees. The Coop, upon the execution of this Space Agreement, shall furnish the University with certificates

of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to the University of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Coop.



Alternative 3: —
 ete glazed overhead coiling
 rs 117, 126, and 127, door
 6 and 7. In lieu thereof,
 vide hollow metal doors type
 and reduce opening widths
 "-0" accordingly.



Addendum D
SPACE AGREEMENT PROVISIONS FOR
UCSD GENERAL STORE COOPERATIVE (the "General Store Coop")

The numbered Sections used in this Addendum shall correspond to those appearing in the Space Agreement.

1. PREMISES.

1.1 Current Premises. The Premises as of the date of this Space Agreement ("Current Premises") for the General Store Coop shall be described as approximately 2,043.62 square feet, located in the Student Center, as further shown in Addendum D-1.

1.2 New Premises. The Premises as of the date of completion, estimated in May, 2007, of the Phase 2 construction of the Student Center ("New Premises"), for the General Store Coop shall be described as approximately 2,005 square feet, located in the Student Center, as further shown in Addendum D-2.

2.1 Term. The term of the General Store Coop's Space Agreement (the "Term") shall be for twenty-four (24) months, commencing on May 1, 2006 ("Space Agreement Commencement Date") and ending on April 30, 2008 ("Space Agreement Expiration Date"), unless extended or sooner terminated pursuant to any provision hereof.

3.1 Monthly Rent.

3.1.1 Current Premises. The General Store Coop shall pay the University monthly rent ("Monthly Rent") for the Current Premises, in advance on the first of each month, in the sum of Seventy One Cents (\$0.71) per square foot per month, or a total of Fourteen Hundred Fifty Dollars and Ninety Seven Cents (\$1,450.97). Payments shall be made to the University at the address provided in Section 5 herein.

3.1.2 New Premises. The General Store Coop shall pay the University monthly rent ("Monthly Rent") for the New Premises, in advance on the first of each month, in the sum of the rate per square foot per month as is at that time in effect, for the square footage as described in Section 1.2 above. Payments shall be made to the University at the address provided in Section 5 herein.

4. Security Deposit. The General Store Coop shall deposit with the University upon execution hereof Sixteen Hundred Twenty Nine Dollars (\$1,629.00), in accordance with the provisions of Section 4 of the Space Agreement.

5. Notices.

To the General Store Coop:

UCSD General Store Cooperative
University of California, San Diego
9500 Gilman Drive
Student Center, Mail Code 0323
La Jolla, CA 92093-0323

gstorecoop@yahoo.com
Phone: (858)534-3932
Fax: (858)534-3167

6.1 Use. The Premises shall be used and occupied only for the purpose of providing a wide variety of products on a non-profit basis to reduce the cost of living for students, staff, and the people of the UCSD community, or any other use, which, in the Director's opinion in consultation with the AS and GSA, is reasonably comparable, and for no other purpose. Under no circumstances shall the Coop sell or serve or allow to be used any alcoholic beverages, or drug paraphernalia. Additional terms and conditions are set forth in Addendum E "Operating Agreement".

11.1 Insurance. The General Store Coop, at its sole cost and expense, shall insure its activities in connection with this Space Agreement and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence
\$1,000,000
2. Products/Completed Operations Aggregate
\$1,000,000
3. Personal and Advertising Injury
\$1,000,000
4. General Aggregate
\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Space Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Space Agreement Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence, if applicable.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse the Coop for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

(d) Workers' Compensation as required by California law.

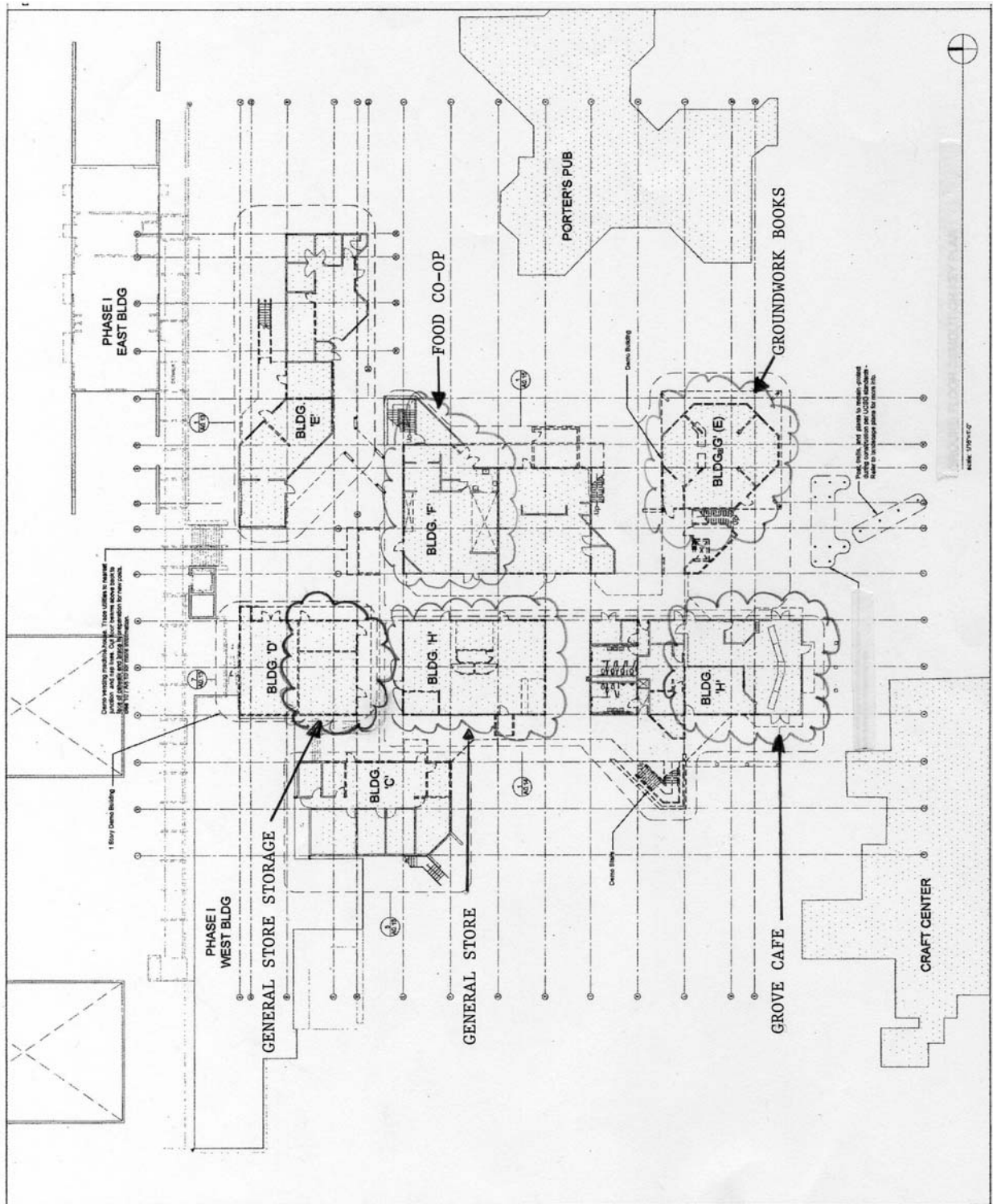
(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Coop and the University against other insurable risks relating to performance.

The coverage referred to under (a) and (b) of this paragraph shall include the University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Coop, its officers, partners, agents, and employees. The

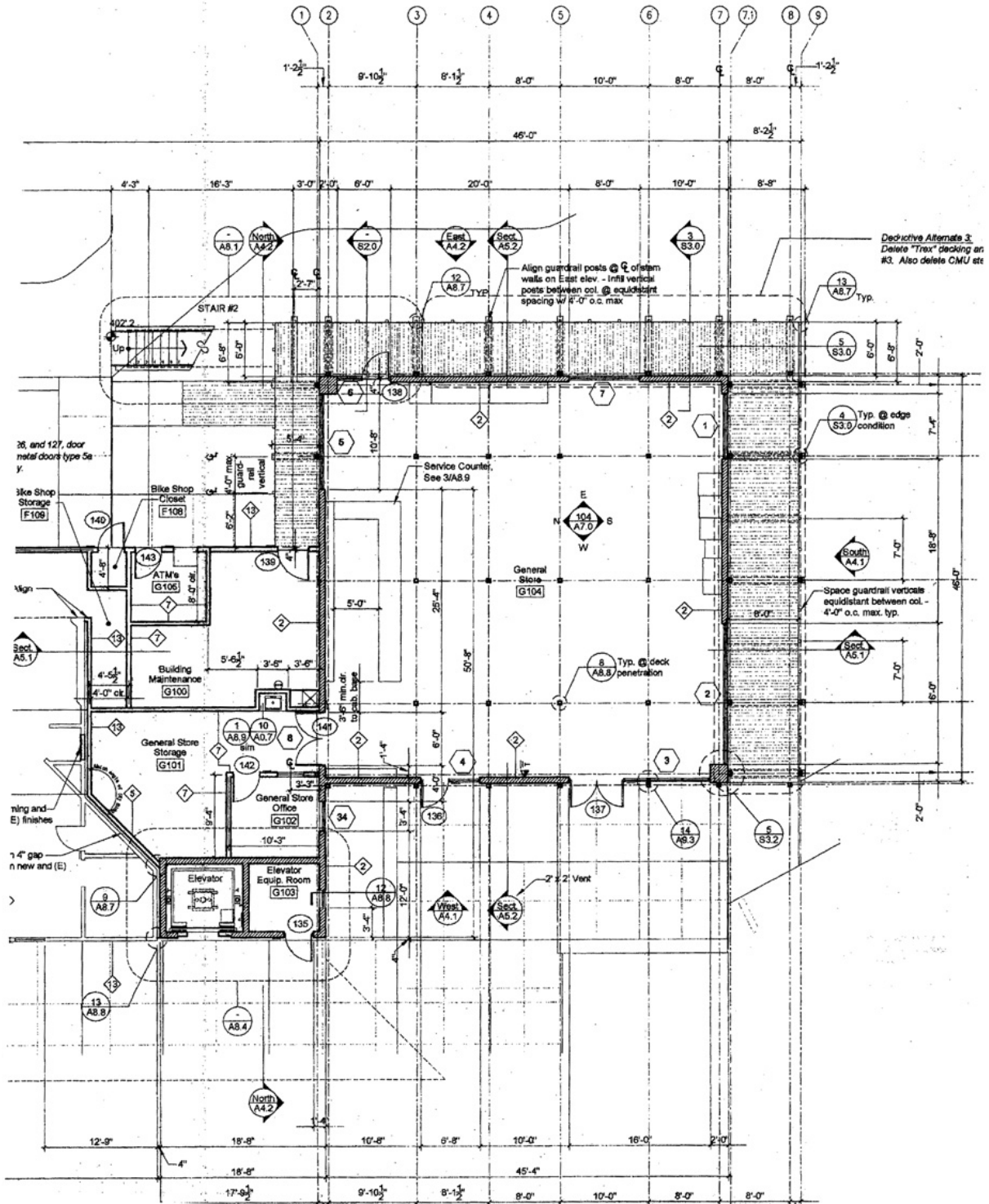
Coop, upon the execution of this Space Agreement, shall furnish the University with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to the University of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Coop.

Addendum D-1 **DESCRIPTION OF CURRENT PREMISES FOR** **THE GENERAL STORE COOP**



Addendum D-2 **DESCRIPTION OF NEW PREMISES FOR** **THE GENERAL STORE COOP**



Addendum E
OPERATING AGREEMENT

1. LICENSES

The Coop shall obtain at its sole cost and expense any permit, license, or bond required by applicable laws and regulations.

2. FOOD MENU AND PRICING

If the Coop provides food service and handling, it shall provide the menu and price structure as listed in the attached Schedule 1.

3. HOURS OF OPERATION; OPERATION OF COOP'S BUSINESS

The Coop shall conduct its business in the Premises during the Fall, Winter and Spring Quarters of the University's academic calendar year as defined in the UCSD Catalog and when possible, during the Summer session as defined in the UCSD UNEX Calendar. The Coop shall display its operating hours (including changes in such hours if made for a given day or week) in public view at the entrance to the Premises, at all times, during its hours of operation. Unless prior written permission is provided to the Coop by the University, the Coop shall not operate during days when the University is officially closed.

The Coop may close the Premises during reasonable periods for repairing, cleaning, or decorating the Premises.

4. PERSONNEL

4.1 Remuneration- The Coop shall pay all salaries, wages, and employee benefits payable to or on behalf of the Coop's employees. All employees (including students) shall be employed by the Coop in its own name and at its own expense.

4.2 Non-University Employees-All persons employed by the Coop are not, by that action, employees of the University and have no rights and privileges of the University's employees.

4.3 Management Staff- The Coop shall have an identifiable authorized Coop member(s) and/or employee(s) present at the Premises during all hours of operations, which employee(s) is trained to solve problems and answer questions from customers.

4.4 UCSD Students- The Coop is encouraged to employ and give priority whenever possible to UCSD-enrolled students for employment at the Premises.

4.5 Employee Bonding- The Coop understands that it is not required to bond food

service employees but is responsible for any revenue loss experienced by the University due to the theft or negligence of a Coop's employee. Agent or invitee.

- 4.6 Termination Causes-All the Coop's personnel shall be subject to the University's rules and regulations regarding personal behavior and use of the University Centers facilities and will be subject to discipline or other University action as provided therein.
- 4.7 General Training of Employees-It is the Coop's responsibility to provide, at the Coop's sole cost, adequate employee training, at all levels of the Coop's organization, necessary to maintain consistent and satisfactory service.

5. **OVERALL QUALITY**

If the Coop provides food service and handling, it shall work with the AS and GSA Coops Oversight Committee and the University to provide maximum quality of services offered at the Premises and good public relations with UCSD students, faculty, staff, and visitors.

6. **FOOD STANDARDS**

The Coop shall meet or exceed the following minimum standards for any food products, which will be served:

- 6.1 Dairy and egg products: USDA Grade A
- 6.2 Frozen Foods: USDA Grade A
- 6.3 Fresh produce, fruits, and juices: #1 quality, "A" grade.
- 6.4 Canned fruits and fruit juices: USDA Grade A (fancy) and Grade B (choice) are to be used for all grades fruits and fruit juices as minimum specification.
- 6.5 All other foodstuffs shall be of comparable quality as specified above.

The foregoing food specifications may be modified due to changes in the grading standards, supply shortages, or other valid reasons, with prior written approval of the AS and GSA Coops Oversight Committee.

7. **SERVICE STANDARDS**

- 7.1 **Adequacy of Service.** At all times when open for business, in the reasonable opinion of the AS and GSA Coops Oversight Committee, the Coop shall:
 - (a) keep ample supplies in stock to meet the sales demand during normal business hours;
 - (b) maintain sales personnel adequate to serve all customers and conduct its business;
 - (c) operate the Coop's business in an efficient and diligent manner;
 - (d) use one hundred percent (100%) of the Premises;

The AS and GSA Coops Oversight Committee shall exercise its judgment towards the Coop with respect to the foregoing factors, in a uniform and non-discriminatory manner

with respect to other coops on the University's San Diego campus. In the event the AS and GSA Coops Oversight Committee determines that there is a deficiency in the Coop's adequacy of service as defined in (a) – (d), above, the AS and GSA Coops Oversight Committee shall notify the Coop in writing of the Coop's failure to maintain adequacy of service. The Coop shall thereafter have five (5) business days to cure any deficiencies to the AS and GSA Coops Oversight Committee's satisfaction. In the event that the Coop fails to maintain this adequacy of service on more than three (3) separate occasions in any Fiscal Year (July – June) period of the Term, the University shall have the right to terminate this Agreement upon thirty (30) days' written notice to the Coop. The University's right to terminate under this paragraph shall extend for a period of six (6) months following the date of the third notice by the AS and GSA Coops Oversight Committee to the Coop of a deficiency in service.

7.2 Service Problems. Service problems shall be anticipated and resolved within a reasonable time by the Coop. The Coop's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Problem indicators include, but are not limited to: lines excessively long for sustained periods of time; bottlenecks causing gaps in the line; delays in production; products which are difficult to serve; running out of product, etc. The University will also report to the Coop service problems that come to its attention for correction within a reasonable time.

8. INSPECTIONS

Health and Safety Inspections – If the Coop provides food service and handling, the University reserves the right to make reasonable regulations with respect to health and safety. The Coop shall comply with all State and local regulations relating to food service and handling. The Coop shall conform with all provisions of the California Uniform Retail Food Facilities Law (formerly the California Restaurant Act), and with any requirements of the University's Environment, Health & Safety Department ("EH&S"). EH&S shall be permitted to inspect the Premises with respect to the safety, sanitation, and maintenance of the Premises on a quarterly basis or more often if deemed necessary by the University. The Coop shall provide training to food service employees regarding proper food sanitation and food handling methods and requirements prior to commencement of work. These training materials and methods shall be approved by EH&S prior to their implementation. The Coop shall be responsible for the costs of such inspections and correction of items.

9. KEYING REQUIREMENTS

Exterior doors of Premises shall be keyed to the UCSD Master MEDECO key system. Keying will be performed by the University. Locksets shall be equipped to accept the following:

Key system: Exterior locks shall be on the MEDECO AEA keyway. The Coop to provide construction cores for all new and existing locksets at exterior doors installed at the Premises.

The University shall initially issue, without charge, up to six (6) keys to the Premises for the Coop's use. Any subsequent issuance of keys to the Coop shall be charged to the Coop at cost. The Coop shall be responsible for control of keys obtained from the University and for the

security of the Premises. The Coop shall be responsible for the costs of necessary re-keying if key security is compromised due to an act or omission of the Coop, its employees, or agents. The University will provide the Coop five (5) days' advance written notice if re-keying is necessary and will make keys available to the Coop no later than the day of the rekeying.

Schedule 1 to Addendum E
MENU AND PRICING
[if applicable]

ADDENDUM F
LANDLORD'S RULES AND REGULATIONS FOR STUDENT CENTER AND CHE FACILITY

1. Sidewalks, exits, entrances, stairways, fire lanes shall not be obstructed by carts, vehicles, or property of the operator of the space. Operators of a space shall not leave trash, recyclable waste, pallets, cleaning supplies, or other property outdoors overnight unless it is in a storage location approved by the University Centers. If operators do not have an arrangement for pick up or return of pallets, operators shall dispose of wooden pallets by placing them by, not in, the Student Center dumpster.
2. A location for disposing of recyclable cardboard will be identified by the University Centers. Operators of space are required to break down all cardboard boxes and stack them in the bin(s) at this location. Operators of a space should minimize the use of locations outside of their space as a temporary holding location for recyclable cardboard or pallets.
3. Operators of space should not discard large unwanted items outside of their space or in the trash dumpster. Contact the Student Center Service desk to schedule a date for a free pick-up service.
4. Use the trash dumpster, not public trash cans, to dispose of large quantities of trash, such as stacks of newspapers. To avoid spills on sidewalks and driveways, food service operators must use leak-proof trash cans or trash bags to dispose of trash.
5. Operators using a grease fryer or any other process in their space that produces inedible kitchen grease/oil shall collect and store grease/oil waste in a suitable rendering tank (should include a lid that can be sealed tight) and arrange for proper disposal according to state laws. Disposal of fat, oil/grease down sinks, floor drains, storm drains, wastewater systems, storm drains or in garbage dumpsters is violation of federal and state laws. Operators must use a suitable means of transporting and emptying grease into its rendering tank grease to make certain that grease is not spilled on the ground.
6. Unless granted permission by UCSD Grounds Department, delivery trucks and cars must use only designated campus parking areas and loading and unloading areas and must not use fire lanes and sidewalks for parking and deliveries.
7. Plumbing fixtures shall be used only for purposes for which they were originally designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Do not use sinks to dispose of food waste unless sinks have garbage disposals. Practice dry clean up. Remove food waste scraps with dry methods such as scraping, wiping or sweeping before using "wet" methods. To prevent food scraps from clogging the plumbing system, the operator of the space should have a garbage disposal or sink strainer in place (1/8 inch or 3/16 inch screen openings) in the drain of each sink including floor sink. Drain screens should not be removed. Damage resulting to plumbing systems from such misuse shall be paid by the operator of the space.
8. Food service and retail shops must provide their own janitorial services for their space.
9. In the event that a fire alarm is sounded, the operator of each space must immediately evacuate the space of all occupants including customers, volunteers, and employees. The University Centers emergency evacuation plan is available at <http://theuniversitycenters.ucsd.edu/facilities/policies/policies.html>.

10. Flyers and postings in the Student Center and Che Facility must conform to the posting policy, which is available at:
<http://theuniversitycenters.ucsd.edu/facilities/policies/policies.html>
11. Operators shall not use their space as a personal residence, such as for sleeping overnight.
12. No animals or pets, besides service animals, shall enter the space of food operators at all times.
13. As a safety precaution, operators shall notify the University Centers Maintenance Supervisor in advance when safes or other heavy equipment are to be taken in or out of the facility. To protect the facility, Centers shall have the right to prescribe the weight and position of heavy equipment and safes. Any damage to the facility caused by installation or removal of operator's property, or done by operator's property while in the facility, shall be repaired at the expense of operator.
14. Flammable products, which may include paints and cleaning supplies, must be stored and disposed of properly according to state and UCSD regulations. Contact the University Centers maintenance supervisor at 534-5238 for more information.
15. Food service operators equipped with an exhaust hood and grease trap must have these units cleaned and serviced on a regular basis. Service of the hood fire suppression systems is required semi-annually by Section 904(a) (5), Title 19, California Code of Regulations. A tag indicating the date of last service, bearing the seal of the State Fire Marshall, must be attached to the manual pull station of each system. Food Service operators are required to provide to University Centers copies of receipts documenting that cleaning and inspection has been conducted. Copies of receipts are to be submitted to the University Centers Lease Specialist biannually.
16. California Health and Safety Code Section 113946 specifies that food service operators must maintain a copy of their most recent inspection report at their space. In addition, food services operators must post a notice in a visible location informing their customers of the availability of the report. Food service operators are required to maintain a copy of all inspection reports on site and make it available for review by the public, upon their request.
17. Painting of interior spaces must comply with state and UCSD regulations. Water-based latex paints must be used. Direct application methods must be used, not paint-spraying methods.
18. Carts must be parked and stored in locations designated by the University Centers. Carts used to deliver items can park a maximum of 15 minutes per delivery in designated areas adjacent to the Premises.
19. Use of electric portable space heaters is not permitted.
20. Coops point of sale (POS) cash registers shall provide customers with a visual display of the sale amount.
21. Coop will not install or operate any vending machine in the Premises.
22. Coop shall not install satellite dishes, antennas, or other such devices to the exterior of the Premises without the written consent of the University Center's director.

23. If Coop shall install a security alarm system in its Premises, the system shall have the capability to automatically silence itself no more than five (5) minutes after sounding.

Addendum G
POSSESSORY INTEREST TAX

Gregory J Smith Assessor/Recorder/Clerk County of San Diego

POSSESSORY INTERESTS

Information

1600 Pacific Highway, Room 103

San Diego, CA 92101

(858) 505-6262

www.sdarcc.com

WHAT IS A POSSESSORY INTEREST?

A taxable possessory interest (PI) is created when a private party is granted the exclusive use of real property owned by a non-taxable government entity. Under State law, possessory interests must be assessed for property tax purposes.

The PI may be conveyed by a lease, permit, contract, or only a verbal agreement. Essentially, the possession or right to possession of the real property creates a possessory interest; not the type of document used to convey that right. The possession must be independent, durable, and exclusive of the rights held by others. It must also provide a private benefit to the possessor above that which is granted to the general public.

Examples of possessory interest include such things as:

- Boat slips on public lakes, ocean marinas, or rivers.
- A mini storage facility built under a freeway.
- Fast-food facilities on military installations.
- Cattle grazing rights on federal or state land
- Concessionaires and exhibitors at convention centers and fairgrounds.
- Cabins on U.S. Forest owned land.
- Public golf courses leased to private operators.
- Airline terminal and cargo space at large metropolitan airports.
- Container operators at major harbors.
- Cable television right-of-way easements.
- Governmental supplied employee housing.

Those listed above represent only a portion of the possible possessory interests that may be found.

DISCOVERY OF TAXABLE POSSESSORY INTERESTS

Annually, the Assessor's staff requests every governmental agency in the county to provide information such as leases and other agreements that are related to the real property they own. It is important that the lessees keep this information current with their government landlords, and that the agencies cooperate fully with the Assessor so that accurate assessments can be made by the county.

VALUING TAXABLE POSSESSORY INTERESTS

The valuation of PI's differs significantly from other forms of property tax appraisal. The three basic approaches to value; cost, income, and comparative sales, are used but modified to specifically allow for distinction between the taxable and non-taxable elements of the property. Because of these differences, the taxable PI values differ from unencumbered fee simple values in two ways:

1. The Assessor must value only the legally permitted possessory interest use under the agreement, which may not be the highest and best use of the property.
2. The Assessor must not include the value of the lessor's retained rights in the property; the government's interest is exempt.

Base year values are established for taxable possessory interests upon change in ownership or completion of new construction under the guidelines of Proposition 13. A change of ownership occurs when a possessory interest is created, amended, assigned, or upon expiration of the reasonably anticipated term of possession.

PROPERTY TAXES

The lessee who acquires the possessory interest must pay the property taxes. The private possessor receives the services and benefits (fire and police protection, schools, and local government) that other similar taxable properties enjoy. The PI tax helps to pay the holder's fair share of those costs.

The lien date for real property tax is January 1 each year. The person in possession of the property on the lien date is liable for the entire subsequent fiscal year's taxes. Unfortunately, no provision is made for the Assessor to prorate the taxes if the possessory interest is terminated after the lien date.

RIGHT TO APPEAL

The County of San Diego Assessor's office should be contacted for more information regarding rights to appeal and/or filing for an exemption.

ADDENDUM H

EVENT PROGRAMMING RULES AND REGULATIONS FOR CHE CAFÉ

Che Cafe core members (who may or may not be principal members) can provide information to Student Organization and Leadership Opportunities (SOLO) and the University related to programming at the Che Café. Principal Members of the Che Café assume full responsibility for all programming events at the Che Café. The Principal Members assume full responsibility for the financial status, actions, and programs at the Che Cafe. Che Café Principal Members also will agree to comply with all applicable University of California, State and Federal laws and to ensure that all users of the Che Café comply with the same laws.

Contracting Artists/Performers

Principal members of the Che Café will have complete responsibility for all contractual agreements between any artists/performers performing in the Che Café facility. The agreement with the artist/performer shall include the following statement which shall be initialed by the artist/performer: "The Parties to this agreement acknowledge that neither the University of California nor University of California, San Diego has any obligation, responsibility or liability as to any Artist who is a party to this agreement."

The Che Café agrees to use a standardized Artist Agreement form (Addendum H-1) as its contract. The representative of the Che submitting the electronic form contract must include his/her email address. At the show, the Che Cafe core member shall sign the contract. One person from the primary band shall sign the contract. The Che Café shall retain copies of signed contract. Upon written request of the University, the Che Café shall provide a copy of a signed contract within seven business days of receipt of request.

Ticketing Events

Sequentially numbered tickets, such as a ticket roll, shall be used for paid and non-paid admission to events. Tickets shall be used to determine anticipated number in attendance/capacity and to monitor for adequacy of program planning (security, etc.) after the event.

Incident Reporting Procedures

Any incident involving personal injury or damage to the facility must be reported to the University the day following the event when the incident occurred. Where applicable, such as, but not limited to, incidents where an ambulance is called, there has been an injury, fire, facility damage or the police were called in, an Incident Report must be submitted via the Internet at <http://reportit.ucsd.edu>. The Incident Report must be submitted no later than (7) days following the incident.

Security

As a strict condition for holding such events, an Events Information Form must be submitted to SOLO a minimum of fourteen (14) days before the event (which submission may take the form of an electronic communication provided that an acknowledgment of receipt is both requested by the Coop and received from SOLO) with the following information included:

In accordance with UCSD policy 510-1, Section V, the University Police, Environment, Health and Safety, the University Centers and other relevant University officials shall evaluate public events on an individual basis. The following criteria shall be used to determine security needs:

PPM 510 Requirement:	Che Programming Assumptions:
a) Time and Date of the event	Required
b) Estimate of the attendance/size of the anticipated audience or participants (provided by Event Sponsor) and crowd control plans.	Required
c) Age of the people attending the public event.	All ages at all times
d) Open to the public or only open to University students, faculty and staff.	Not required
e) Presence of valuable property or large sums (band equipment and large money crowds)	
f) Performer's past history with public events and the type/composition of crowd expected.	Required (if known)
g) Event sponsor's past history in sponsoring public events.	Not Required
h) Number of Event Sponsor personnel working at the public event.	Not Required
i) Number, experience, and function of University personnel (exclusive of University Police and EH&S) available to staff the public event.	Not Required
j) Attendance:	Required
1) by invitation only;	
2) admission charged or tickets sold at the door;	
3) Free;	
4) Advance tickets to be issued or sold.	
k) Advertising on or off campus.	All Che Café events shall be advertised on & off campus.
l) Information indicating potential disruptions such as opposing group protests or special public safety considerations.	Required
m) Presence of alcoholic beverages at the event	Alcohol is not permitted at Che Café events

- | | |
|--|--------------|
| n) Nature and intended use of facility. | Not Required |
| o) Special effects, noise levels, or pyrotechnics. | Required |
| p) Facilities Policies Per Master Space Agreement | Required |
| q) The type of seating (e.g.-festival, reserved, etc.) may complicate the Event Sponsor's ability to provide adequate security in certain UCSD venues such as RIMAC, the Main Gymnasium and Price Center Plaza. Due to audience safety concerns, events proposing festival seating shall be carefully reviewed to ensure that appropriate safeguards are used. | Not Required |

The approval process is initiated by the Che Cafe through the completion and submitted of the UCSD Event Information Form. In completing the form, the Che Café should provide the required information indicated above. The request shall be reviewed by appropriate University officials and ultimately approved by the University Centers. Event approval, including specific conditions of approval, or event denial must be granted in writing within five (5) business days from the date the request is received. The request is presumed to be approved unless denial is submitted to Che Café in writing.

Commercial activities of registered student organizations

The Che Café will conduct only such commercial activities as have been approved or authorized under the terms of the current Agreement between the Che Café and the University.

REVIEW

This programming option is contingent upon the Che Café's compliance with the programming requirements and conditions described in this Addendum H and in the current Agreement and shall be the subject of review and evaluation by the Assistant Vice Chancellor of Student Life and Che Café within six (6) months from the effective date of the Agreement between the Che Café and the University. This option shall be revised if, in the judgment of both the Assistant Vice Chancellor Student Life and Che Café the exceptions to standard programming requirements for all other student organizations as provided herein are jeopardizing the health or safety of Che Café patrons or imposing an unreasonable fiscal or administrative burden upon the University.

Addendum H-1
University of California, San Diego
ARTIST AGREEMENT

1. In consideration of the sum of:
to be paid by Che Café Cooperative at the University of California, San Diego;
_____, herein called Artist, hereby agreed to provide the
following services: _____

From : _____ To: _____ Date: _____

2. Services and equipment provided by the Che Café Cooperative:

3. Services and equipment provided by Artist at their expense:

4. FAILURE TO PERFORM

Neither the Artist nor the Che Café Cooperative shall be liable for failure to appear, present or perform if such failure is caused by or due to the physical disability of Artist, or any cause beyond the control of the Artist or the Che Café Cooperative.

5. CANCELLATION

Except as provided in paragraph 4 above, Artist shall be responsible for the Che Café Cooperative's out-of-pocket expenses necessitated by either by change of date or cancellation by Artist after tickets have been printed and/or promotion begun. All such expenses shall be determined by the Che Café Cooperative and will be presented to the Artist with substantiation.

6. SOUND LEVEL

Sound level will be determined by Che Café Cooperative personnel but shall not exceed a maximum level of 108dBa peak measure at the sound mix area. A continuous average decibel level of no more than 98dBa shall be allowed.

7. The Che Café Cooperative and Artist acknowledge that neither the University of California nor the University of California, San Diego has any obligation, responsibility or liability as to any Artist who is a party to this agreement.

Signature of performer or duly authorized:

On behalf of the Che Café Cooperative:

By: _____

Title: _____