

**LICENSE AGREEMENT
THE REGENTS AS LICENSEE**

THIS AGREEMENT is dated June 1, 2015 ("Effective Date"), by and between THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS MUNICIPAL TRANSPORTATION AGENCY ("City" or "Licensee") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("University").

WHEREAS, Licensee seeks to acquire the right to enter upon the first floor of the University's property located at 555 Mission Bay Boulevard South (the "Premises"), as shown on the attached Exhibit "A", which is incorporated by reference, for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use.

1.1 Use. University hereby grants to Licensee, including its bus operators and field staff, a non-exclusive, revocable license ("License") to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for access to the restrooms 1T1 and 1T2, during the regular hours of 7:00 a.m. to 9:00 p.m. Monday to Friday at the Premises ("License").

1.2 Security. Upon entrance to the Premises by Licensee's bus operators and/or field staff, Licensee's bus operators and/or field staff shall sign in and sign out upon egress at the Security Desk operated by the University.

1.3 Restricted Area. The area from the front door of the building to the restrooms is a Restricted Area, as depicted on Exhibit A. Licensee's bus operators and field staff are not allowed outside the Restricted Area of the Premises.

2. Term. The term of this License ("License Term") shall be for one (1) year commencing July 1, 2015 ("Commencement Date") and shall continue until June 30, 2016. Upon expiration of the License Term, this License shall automatically holdover on a month-to-month basis at the monthly License Fee applicable to the last month of the License. After June 1, 2016, either party shall have the right to give a 30-day advance notice to the other party the desire to terminate the License.

3. Consideration/Monthly License Fee. As total consideration for its use of the Premises, Licensee shall pay Monthly License Fee ("License Fee") to University totaling Six Hundred Dollars and no cents (\$600.00). Licensee shall pay License Fee to University in advance, on or before the third day of each calendar month, for every month from the Effective Date ("Commencement Date") until the end of the Term. The License Fee payable by the

Licensee shall be increased after June 30, 2016; if, at the sole determination of the University, University incurs any unforeseen expenses due to this Agreement. License Fee increases shall be effective the first full month following receipt by Licensee of notice of License Fee increases. License Fee checks shall be made payable to the Regents of the University of California and mailed to:

The Regents of the University of California
C/o UCSF Real Estate Services
654 Minnesota Street, Second Floor
San Francisco, CA 94107
Attention: Assistant Vice Chancellor

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way of record and to such other matters concerning use of the Premises as are within the actual knowledge of Licensee.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

6. No Interference. Licensee shall not unreasonably interfere with the normal operation and activities of University, including any present or future clinical, research or academic uses, and Licensee shall use ordinary care in its activities on the Premises to minimize damage to the Premises and inconvenience to University, its agents, employees and invitees, including patients.

7. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to the building, or University's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall bear financial responsibility for any damage or injury caused by its bus operators and/or field staff in their use of restrooms, except to the extent such damage or injury is caused by University's negligence or willful misconduct. In such event, Licensee shall reimburse Licensors for the costs of the repair and restoration required hereunder prior to the expiration of the License, within fifteen (15) days of Licensors' issuance of invoice to Licensee (i.e. 15 days from date of the invoice). In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 12 and 13 shall continue until repair and restoration is completed as provided herein.

8. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensors shall send Licensee a written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall commence performance within such ten (10) day period and, thereafter, diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensors shall

have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensors shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

9. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensors and Licensee.

10. Notice. Any notice, including License Fee payments, required hereunder, shall be in writing and shall be addressed as follows:

Licensors:

UCSF Real Estate Services
654 Minnesota Street, Second Floor
San Francisco, CA 94107
Attention: Assistant Vice Chancellor

with a copy to:

UCSF Campus Planning
654 Minnesota Street, Second Floor
San Francisco, CA 94107
Attention: Associate Vice Chancellor

Licensee:

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attention: Strategic Real Estate Section

or to such other address as a party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

11. Indemnification. Licensee shall indemnify, defend and hold harmless Licensors, its officers, agents, partners and employees, from and against any Claims, arising out of or in any way connected with this License 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 intentional acts or omissions of Licensee, its officers, agents, or employees.

12. Insurance.

12.1 Self Insurance. Licensee agrees to maintain, for the duration of this agreement, insurance or a program of self-insurance, in an amount that will be adequate to cover its respective obligations and/or risks hereunder and, upon request, will provide the Licenser proof of insurance showing that such insurance is in place.

12.2 Waiver of Subrogation. Licensee and Licenser hereby waive any right of recovery against the other as a result of loss or damage to the property of either Licensee or Licenser when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

13. Compliance with Laws, Applicable Law. In performance of its use pursuant hereto, Licensee shall comply with all applicable laws, ordinances, and regulations. This includes without limitations, conforming to all health and labor regulations governing employees in the State of California. This License shall be construed and enforced in accordance with the laws of the State of California; the parties agree to resort solely to the courts of the State of California for any relief under this License. Licenser shall at all times during the Term and at its sole cost, maintain and keep the Restrooms in compliance with all applicable federal, state, and local laws, but shall not be required by the Licensee to make any structural or non-structural alterations, additions or other modification in order for Licensee's bus operators and/or field staff to use the restrooms under this License.

14. Rules and Regulations, UCSF Campus and Medical Center Policy – Tobacco Free at Work. Licensee shall fully and faithfully comply with and observe the rules and regulations for the Building as set forth in Exhibit B and the Policy as set forth in Exhibit C, UCSF CAMPUS AND MEDICAL CENTER POLICY TOBACCO-FREE AT WORK ("Policy"), which by these references are incorporated herein. Licensee shall fully and faithfully comply with all additions or amendments to such rules and regulations and Policy hereafter made by University and communicated to Licensee by written notice.

15. Maintenance. Licenser shall be solely responsible for maintaining the Premises in a good and clean condition, and Licensee shall have no duty whatsoever for any maintenance of the restrooms or the Premises.

16. Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of Licensee shall be personally liable to University in the event of any default or breach by Licensee for any amount which may become due to University or for any obligations of Licensee under this Agreement.

17. Controller's Certification of Funds. The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained herein, there shall be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco (the "Controller") first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term commences, sufficient funds for the payment of the License Fee are not appropriated, then City may terminate this Agreement, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Licensor reasonable advance notice of such termination. City shall have no right to exercise its rights under this License during any period in which sufficient funds to pay the License Fee have not been appropriated. THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

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

LICENSOR:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: Esther E. Morales,

Its: Assistant Vice Chancellor
UCSF Real Estate Services

Date: _____

LICENSEE:

THE CITY AND COUNTY OF
SAN FRANCISCO, ACTING BY AND
THROUGH ITS MUNICIPAL
TRANSPORTATION AGENCY

By: Edward D. Reiskin

Its: Director of Transportation

Date: 6/9/15

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: Stephanie Stuart

Stephanie Stuart

Deputy City Attorney

Exhibit A
PREMISES
Restrooms Highlighted – 1T1 & 1T2
Restricted Area Highlighted and Lined Below

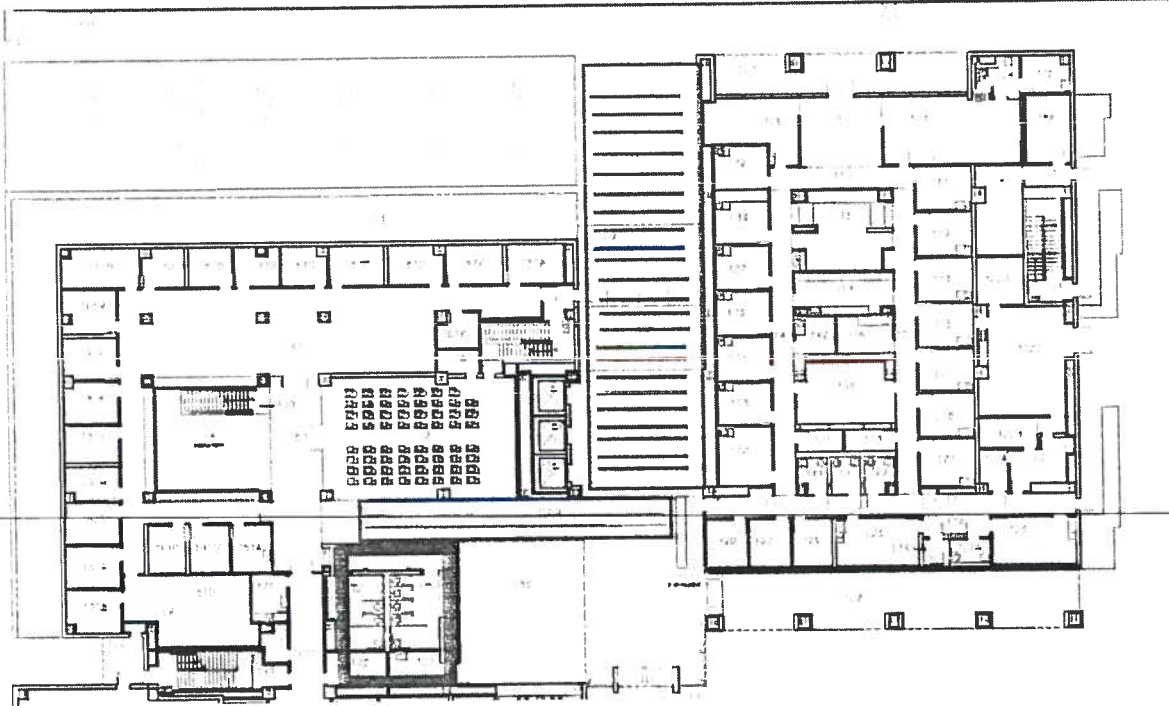


Exhibit B
LANDLORD'S RULES AND REGULATIONS

1. Smoking in or about the Premises is prohibited.
2. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or licensees or used for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the building.
3. 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. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant or Licensee, and University shall not in any case be responsible therefor.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the building.
5. Tenants or licensees shall not do, or permit anything to be done in or about the building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. Corridor doors, when not in use, shall be kept closed.
7. Each tenant or licensee shall cooperate with University's employees in keeping premises neat and clean.
8. Landlord shall, at reasonable hours, have the right to enter rest rooms licensed to tenants or licensees, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants or licensees.
9. Tenants or licensees shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
10. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. Tenant or license shall be responsible for any garbage spills or garbage related damage to the common areas of the building caused by Tenant or licensees, their officers, agents or employees. No birds or animals shall be brought into or kept in or about the building.

University reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees.

Exhibit C

LICENSEE COMPLIANCE UCSF CAMPUS AND MEDICAL CENTER POLICY TOBACCO-FREE AT WORK

I. Policy Summary

The University of California, San Francisco (UCSF) has adopted a tobacco-free at work policy in order to minimize health risk to patients and employees, improve the quality of air, and enhance the environment on Campus and Medical Center locations as well as the surrounding community.

II. Definitions

A. *Employee* is defined as UCSF Campus and Medical Center faculty, staff, and contract employees.

B. *Student* is defined as those who are pursuing degree programs at UC San Francisco; enrolled in classes and registered full or part-time as approved by the Office of the Registrar.

C. *Campus* is defined as any or all of the main centers of activity of the University under the jurisdiction of the Chancellor and includes University-owned or leased property, buildings, space, and University-owned passenger vehicles and moving equipment, including light and heavy trucks, cargo and passenger vans, buses, and any other mobile equipment with an enclosed or enclosable driver/passenger compartment. All UCSF Campus and Medical Center site locations are included.

D. *Public Building* is defined as a building owned and occupied, or leased and occupied, by the state. The definition of "state" or "state agency" includes each campus of the University of California as defined pursuant to Section 11000, the Legislature, the Supreme Court, and the Courts of Appeal. [Government Code Relating to Tobacco; Chapter 32 "Smoking in Public Buildings" 7596 (2)(b)].

E. *Tobacco product use* includes but not limited to: inhaling, exhaling, burning, smoking, chewing, or carrying any cigarettes, e-cigarettes, pipes, cigars, smokeless tobacco, and chewing tobacco.

III. Policy

To provide a tobacco-free environment for its faculty, staff, students, patients, and visitors, UCSF shall be a tobacco-free campus. UCSF employees are required to be tobacco-free while at work, during any scheduled work shift (including all breaks) whether on or off campus.

IV. Responsibilities

A. All UCSF employees must observe this Tobacco-Free at Work policy. Use of tobacco products is prohibited by employees during any scheduled work shift, including breaks that occur on or outside of UCSF Campus and Medical Center locations. Employees must also adhere to being tobacco-free while attending training classes or work-related functions, which are paid for by UCSF.

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Supervisors are responsible for enforcing the policy in their respective areas, for addressing policy violations through the existing administrative structure.

B. Students of UCSF are also required to comply with the Tobacco-Free at Work policy. The policy will apply when students are on campus for scheduled class

time, clinical rotations, coursework, student research, and includes all breaks taken during the course of a day in which any of the above activities are scheduled.

C. All contractors and vendors are expected to comply with the Tobacco-Free at Work policy while working at UCSF sites. Contractors will be informed of the UCSF Tobacco-Free at Work policy at the time a contract is agreed upon. Vendors will be reminded of the policy when signing in at shipping and receiving to deliver items. If a contractor or vendor is observed violating this policy, observers may either inform them of UCSF's policy or contact the manager of the department responsible for the contractor or vendor.

D. Volunteers are expected to comply with the Tobacco-Free at Work policy.

E. The Emergency Communication Center at 415-476-1414 (or 9-911 if in progress emergency) should be notified immediately if an employee witnesses any individual smoking in an area that poses a potential threat to health or safety, such as smoking near areas in which combustible supplies, flammable liquids, gases or oxygen are used or stored.

V. Related Information:

- UC President Letter on Non-Smoking Guidelines
- UCSF Smoke-Free Workplace Policy 550-10
- UCSF Substance Abuse in the Workplace Policy 150-11
- UCSF Campus Code of Conduct
- UCSF Medical Center Administrative policies:
 - Employee Dress Standards 4.03.04
 - Tobacco Free Environment 1.01.19
 - Code of Conduct and Principles of Compliance 1.02.09
- Federal Drug-Free Workplace Act of 1988
- California Drug-Free Workplace Act of 1990
- Smoking Education and Tobacco Cessation Information:
 - <http://TobaccoFree.ucsf.edu>
 - Fontana Tobacco Treatment Center:
http://www.ucsfhealth.org/clinics/tobacco_treatment_center/

VI. Policy History

Policy Editor: UCSF Smoke Free Task Force, May 2013

Responsible Officer: David Odat, AVC for Human Resources and the Policy Steering Committee

Revised 8/2/2013

