

CHECKLIST FOR SCHOOL FACILITIES USE APPLICATION

Applications for a permit to use District facilities must have the following items (#1-3) identified below attached to this Checklist to be processed. The rest of the items required (#4-7) will then be requested.

- ___ 1. Signature of Principal or Site Manager of site requested.
- ___ 2. Application form with signatures of two adult citizens, preferably two who are residing within District boundaries.
- ___ 3. Fully executed Hold Harmless Agreement.
- ___ 4. Certificate of Insurance evidencing a commercial general liability insurance policy as well as an endorsement naming the District and its officers, employees and agents as "Additional Insureds." Amount of coverage required:
 - Bodily Injury, personal injury, and Property Damage: \$1,000,000
- ___ 5. Cashier's check or money order made payable to Berkeley Unified School District or cash in the amount of \$_____.
- ___ 6. Preliminary approval of the application.
- ___ 7. Other: _____

Please notify the District as soon as possible if your request is being withdrawn. Please note that the District has the sole discretion to terminate Facilities Use Permits and site use. Organizations or individuals who have previously had its use canceled or Permit terminated because of failure to comply with the terms of the Permit, or with District or school site policies or regulations, are not eligible to apply for use of District facilities.

Sincerely,

For BHS/Artificial Turf and MOELLERING FIELDS:

Please Return to Berkeley High School
ATTENTION: David Kirwin

For ALL OTHER RENTALS:

Please Return to 1707 RUSSELL STREET
ATTENTION: Loren Nakamura

Date: _____

BERKELEY UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES USE APPLICATION AND PERMIT

SCHOOL: _____

FACILITIES REQUIRED: _____

NATURE OF USE: _____

NO. OF PEOPLE TO ATTEND: _____

DAY(S) OF WEEK: _____ DATE(S): _____ HOURS: _____

ORGANIZATION NAME: _____

TYPE OF PROGRAM OR EVENT: _____

WILL AN ADMISSION FEE BE CHARGED? YES NO

WILL CONTRIBUTIONS BE SOLICITED? YES NO

IF ADMISSION FEES OR CONTRIBUTIONS WILL BE COLLECTED, FOR WHAT PURPOSE?

PERSON IN CHARGE:

STREET CITY ZIP CODE PHONE AND EMAIL

THE UNDERSIGNED AFFIRM(S) THE ABOVE STATEMENTS ARE CORRECT AND IN EXCHANGE FOR USE OF THE AFOREMENTIONED SCHOOL FACILITIES AGREE(S) AS FOLLOWS: (1) TO BE RESPONSIBLE FOR COMPLIANCE WITH STATE LAW; (2) TO BE RESPONSIBLE FOR COMPLIANCE WITH THE DISTRICT BOARD'S RULES, POLICIES, AND REGULATIONS REGARDING USE OF DISTRICT FACILITIES; (3) TO BE RESPONSIBLE FOR COMPLIANCE WITH ALL SITE-SPECIFIC RULES, POLICIES, AND REGULATIONS PROVIDED BY THE DISTRICT OR LOCAL SITE ADMINISTRATION. COMPLIANCE WITH DISTRICT AND LOCAL SITE RULES, POLICIES, AND REGULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THOSE REGARDING: HEALTH, SAFETY, DRUGS, ALCOHOL, TOBACCO, CHEMICALS, EXPLOSIVES, WEAPONS, HAZARDOUS MATERIALS, FOOD SERVICES AND PREPARATION, SECURITY, SITE ACCESS AND USE.

THE UNDERSIGNED ACKNOWLEDGE(S) THAT THIS PERMIT IS CONDITIONED UPON FULL COMPLIANCE WITH ANY AND ALL STATE AND LOCAL LAWS, ORDINANCES, AND REGULATIONS, AS WELL AS BY ANY AND ALL DISTRICT

BERKELEY UNIFIED SCHOOL DISTRICT
2020 Bonar Street
Berkeley, CA 94704

HOLD HARMLESS AGREEMENT

I. Indemnification.

In connection with the granted use of the BERKELEY UNIFIED SCHOOL DISTRICT (“District”) facilities and premises identified in the attached application (“Application”) along with all appurtenant facilities and paths of ingress, egress and access (“Premises”) for the use stated therein, the undersigned, hereinafter referred to as the Permittee, agrees to defend, hold harmless and indemnify the District, its officers, agents and/or employees, individually and collectively, from and against any and all costs, losses, claims, demands, suits, actions, payments and judgments, including attorney fees, arising from personal or bodily injuries, including death, and/or property damage (“Claims”) which arise out of the Permittee’s use or occupancy of the Premises or any occurrence in or on the Premises resulting from negligence of Permittee or any of its agents, contractors, servants, employees, licensees, customers, or invitees (collectively, “Permittee’s Agents”) using or occupying the Premises pursuant to the Application, including but not limited to any breach or default on the part of the Permittee or the Permittee’s Agents in the performance of any covenant or agreement to be performed pursuant to the terms of use relating to the Premises; or any “Hazardous Substances” (as defined in Exhibit “A” and incorporated herein by reference) brought onto, released or deposited on District's premises by Permittee or Permittee’s Agents.

If any action or proceeding is brought against the District by reason of any Claim, the Permittee, upon notice from the District, covenants to defend the District at its expense with counsel reasonably satisfactory to the other party.

II. Duty to Inspect, Repair and Warn.

The parties agree that District makes no representations or warranties as to the repair or condition of the Premises which Permittee is entitled to use under a permit issued by the District based upon the Application, and Permittee will use such Premises in an “as-is” condition. The parties further agree that it shall be Permittee’s obligation to inspect and assure itself that the Premises are in a proper and safe condition to be used for the purpose anticipated by Permittee. It shall be Permittee's obligation and duty to notify District of any needed repairs, and to prevent injury to persons or property.

III. Responsibility for Theft or Damage.

Permittee shall be responsible for any loss, theft or damage to Permittee's equipment, supplies or materials or to equipment, supplies or materials of others brought onto or stored on the Premises in connection with Permittee's use of the Premises.

The Permittee shall be responsible for any damage to the Premises or other District real or personal property arising from Permittee’s use, and shall promptly pay the District the cost for repair or replacement thereof as determined by the District.

IN WITNESS WHEREOF, the Permittee has executed this document on the _____ day of _____, 20__.

Signature: _____

Name (Authorized Representative): _____

Title: _____

Organization: _____

Address: _____

Phone No.: _____

Fax No.: _____

Cell Phone No.: _____

Email: _____

EXHIBIT "A"

"Hazardous Materials" includes, without limitation:

- (1) Those substances including within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, any Environmental Laws, Cal. Water Code Sections 13050(d) and 13050(p)(1), respectively or California Code of Civil Procedure Section 736(f)(3);
- (2) Those substances listed in the United States Department of Transportation ("DOT") Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];
- (3) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, county, or local laws or regulations; and
- (4) Any material, waste, or substance that is:
 - (i) a petroleum or refined petroleum product,
 - (ii) asbestos,
 - (iii) polychlorinated biphenyl,
 - (iv) designated as a hazardous substance pursuant to 33 U.S.C. Sections 1321 or listed pursuant to 33 U.S.C. Section 1317,
 - (v) a flammable explosive,
 - (vi) a radioactive material,
 - (vii) radon gas,
 - (viii) lead, or
 - (ix) cyanide.

BERKELEY UNIFIED SCHOOL DISTRICT
Issued April 1, 2013

RULES FOR USE OF SCHOOL FACILITIES

Section I – General Rules

1. The school site must approve a rental form prior to it being sent to the property management office.
2. Request for the use of Berkeley Unified School District (“District”) facilities shall be submitted via the District’s School Facilities Application and Permit form signed by two (2) local residents, at least fifteen (15) days in advance of the date when the District facilities are required.
3. The use of District buildings and grounds shall in no way interfere with the use and occupancy by the District.
4. In no case shall District furniture and/or equipment be removed or displaced from District premises without written permission from and under the supervision of the District employee in charge.
5. The following is prohibited on District premises:
 - Use of liquor, intoxicants or any illegal substance;
 - Smoking or the possession or use of tobacco of any kind;
 - Profanity, quarreling, gambling, or fighting; and
 - Possession of guns, knives or other weapons.
6. Adult supervision shall be provided where necessary.
7. Any promotional literature or media shall include the following disclaimer language, presented in a manner that is clearly and obviously visible and/or audible:

**“THIS ACTIVITY IS NEITHER SPONSORED NOR ENDORSED BY THE
BERKELEY UNIFIED SCHOOL DISTRICT.”**

Section II – Facility Use Permits

1. In its sole discretion, District may issue a non-transferable use permit (“Permit”) for use of District Facilities when all District requirements are met.
2. Opening of a District facility for use shall be contingent upon the showing of an approved Permit by the user to District staff in charge.

3. The responsibility for proper conduct and the enforcement of District and Local Site rules, regulations, and policies pertaining to the use of District property is the responsibility of the persons securing the Permit.
4. Permits shall be issued for specific hours at the conclusion of which the Permit expires and the District's premises must be vacated. The premises must be surrendered to the District upon completion of use, or revocation or termination of the Permit in the same condition as at the commencement of the use period. All equipment, supplies and materials of any kind brought onto the District's premises must be removed upon termination of the Permit.
5. No Permits shall be issued that allows use of facilities later than 11:00 p.m.
6. Permits shall be issued for specific rooms in District buildings. No other District facilities may be entered or disturbed.
7. Longer term Permits may be secured by groups that would like to use District facilities for the fiscal year beginning July 1 and ending June 30 of each year. A request may be made to renew the Permit annually.
8. If the regular meeting of a group with an annual Permit falls on a school holiday, or during school vacations, that regular meeting shall be cancelled and the group may resume their use of the annual Permit at the next meeting that does not fall on a school holiday or during school vacation. Rentals may occur on those days with special approval.
9. Failure on the part of any organization, or individual, agent, consultant, or volunteer acting on behalf of an organization or permit holder, to afford Other Contractors reasonable opportunity for the moving and storage of the Other Contractors' materials, and/or the execution of the Other Contractors' work will be considered sufficient reason to revoke or terminate a Permit, or to deny future Permits. "Other Contractors" is understood to include, but not be limited to: contractors, consultants, vendors, tradesmen, or other individuals, entities, or organizations, authorized to provide goods or services to the District, or otherwise engaged in business with the District.
10. Failure on the part of any organization, or individual, agent, consultant, or volunteer acting on behalf of an organization or permit holder, to comply with these rules or any other District or Local Site rules, policies, or regulations, the lack of proper care for District premises and property, or improper conduct will be considered sufficient reason to revoke or terminate a Permit, or to deny future Permits. Such determination to revoke, terminate, or deny future Permits is subject to the sole discretion of the District and may be delegated to a representative of the Local Site.
11. Any Permit may be revoked if the District's facilities are needed for District purposes. This includes during periods of maintenance or due to emergency. The District shall incur no liability for such action.

Section III – Payment and Insurance

1. If a payment and/or deposit is required ("Payment") for use of District facilities, the Payment shall be in an amount determined by the District's fee schedule set forth in Section IV of these Rules.

2. Payments shall be paid in advance to the District at the following address:

For BHS & Moellering Field Rentals:
1980 Allston Way
Berkeley, CA 94704

All Other Rentals:
1707 Russell Street
Berkeley, CA 94703

3. Payments shall be made at least two (2) weeks in advance of the event in the form of cash, money order or cashier's check. No credit cards or personal checks accepted. Failure to make timely or complete payment may be grounds for Permit revocation or termination, or refusal to grant future Permits.

4. The following insurance requirements must be met prior to use of District facilities:

a. Certificate of insurance evidencing Commercial General Liability Insurance, in the amount of \$1,000,000.00 per occurrence ("Policy").

b. An endorsement must be provided with the insurance certificate evidencing that the District, its officers, employees, and agents are "Additionally Insured" parties under the Policy.

c. The endorsement must also contain a statement that the Policy is primary and non-contributory.

d. The Policy may not be cancelled or reduced without thirty (30) days' written notice to the District.

e. The insurer providing the Policy must be admitted to write insurance in California.

5. The District's Hold Harmless Agreement must be fully executed and submitted to the District.

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Section IV – District Fee Schedule

MARKET FEE RATES

1.	Classrooms:	
	• Type 1	\$34.00/hr
	• Type 2	\$30.00/hr
	• Type 3	\$25.00/hr
2.	Libraries	\$34.00/hr
3.	Multipurpose rooms, cafeteria, cafeteriums	\$67.00/hr
4.	Auditoriums	\$82.00/hr
5.	Gymnasiums:	
	• Gymnasiums, except Donahue	\$54.00/hr
	• Donahue Gym (Minimum use 4 hours)	\$202.00/hr
6.	Theaters:	
	• King Middle School (Minimum use 4 hours)	\$534.00/4 hrs
	• Additional hour fee	\$82.00/hr
	• Little Theater BHS (Union house)	\$2,100.00/12 hrs
	• (Minimum use 4 hours)	\$1,010.00/4 hrs
	• Community Theater BHS	\$3,300.00/12 hrs
	• (Minimum use 4 hours)	\$2,544.00/4 hrs
	• Additional Hours	\$253.00/hr
	• Custodial Charges	\$2,262.00
7.	Tennis Courts	\$6.00/hr
8.	Fields:	
	• Fields, except BHS Artificial turf & Moellering Fields (soccer, football, and softball only, NO lights):	\$42.00/hr
	• Berkeley High School Artificial turf Field	\$102.00/hr
	• Moellering Field	\$90/hr
9.	BHS Parking Lot:	
	• 65 space lot	\$325/day
	• 71 space lot	\$355/day
10.	Additional Equipment Charges: (To be used on school sites only)	
	• A/V Equipment	\$40.00
	• Sound Equipment	\$150.00
	• Additional Microphones	\$10.00
	• Overhead Screen	\$25.00
	• Chairs	\$5.00
	• Tables	\$8.00
	• Podium	\$15.00
11.	Custodial Employee	\$39.00/hr
12.	Food Service Employee	\$22.00/hr
13.	Safety Officer Employee	\$40.00/hr
14.	Theater Tech Crew	\$13.50/hr
15.	Technical Services	\$54.00/hr

Additional equipment is available for Theaters, (i.e. pianos, special lighting, and sound equipment). Call for rates.

Berkeley High School Pool is not available for rent at this time. Other pools are operated by the City of Berkeley.

DIRECT COST RATES

Community organizations open to the public will be charged a fee for direct costs, only if the following criteria apply: (1) no admission is charged, or (2) if admissions are charged or fundraising takes place, the receipts must be expended for the welfare of the District or for District-approved charitable purposes (approval prior to permit application required).

All religious organizations will be charged a fee for direct costs in accordance with the Civic Center Act specified in the Education Code.

1.	Classrooms	\$5.80/hr
2.	Libraries	\$14.00/hr
3.	Multipurpose rooms, cafeteria, cafeteriums	\$16.00/hr
4.	Auditoriums	\$34.00/hr
5.	Gymnasiums:	
	• Gymnasiums except Donahue	\$14.00/hr
	• Donahue Gym (Minimum use 4 hours)	\$100.00/hr
6.	Theaters:	
	• King Middle School	\$90.00/hr
	• Little Theater BHS (Union house) (Minimum use 4 hours)	\$607.00/4 hrs
	• Community Theater BHS (Union house)	\$996.00/4 hrs
	• Additional Hours	\$134.00/hr
	• Custodial Charges	\$2,262.00
7.	Large Oregon St. conference room	\$28/hr
8.	Tennis Courts	\$6.00/hr
9.	Fields:	
	• Fields except BHS Artificial turf & Moellering Fields (soccer, football, and softball only, NO lights)	\$14.00/hr
	• Berkeley High School Artificial turf Field	\$36.00/hr
	• Moellering Field	\$35/hr
	• Other Playgrounds	\$14/hr
10.	Additional Equipment Charges: (To be used on school sites only)	
	• A/V Equipment	\$28.00
	• Sound Equipment	\$150.00
	• Additional Microphones	\$10.00
	• Overhead Screen	\$10.00
	• Chairs	\$3.00
	• Tables	\$5.00
	• Podium	\$10.00
11.	Custodial Employee	\$39.00/hr
12.	Food Service Employee	\$22.00/hr
13.	Safety Officer Employee	\$40.00/hr
14.	Theater Tech Crew	\$13.50/hr
15.	Technical Services	\$54.00/hr

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