



Parks Recreation & Waterfront Department  
 Recreation Division  
 1720 8<sup>th</sup> Street  
 Berkeley, CA 94710  
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160  
 E-mail: recreation@cityofberkeley.info

# Facility Permit

## Recreation Facility

- Frances Albrier
- James Kenney
- Live Oak
- MLK/YAP

### Applicant Information

Last Name  First Name

Address  City  State  Zip Code

Telephone  Alternate Telephone

( ) ( )

Email Address

Organization or Group Name

Address  City  State  Zip Code

Telephone  Alternate Telephone

( ) ( )

### Event Information

Event Purpose  Begin Date  End Date

Number of Adults (18+)  Number of Youth (under 18)  Begin Time  End Time

### Recreation Facility

Check one  Frances Albrier  Live Oak  James Kenney  MLK/YAP

Number of Tables  Number of Chairs  Multi-Room Discount  2 @ 25%  3+ @ 50%

Fees are per hour (2 hr minimum)	Regular hrs	Non-regular hrs	Hours	x	Fee per 1 hr	=	Total cost
Resident/Non-Resident							
<b>Youth/Senior/Disabled Residents Group</b> Prices are the same for all locations	\$41 / \$49	\$61 / \$73		x		=	
<input type="checkbox"/> Auditorium & Social Hall	\$67 / \$80	\$82 / \$98		x		=	
<input type="checkbox"/> Fireside & Community Rooms	\$52 / \$62	\$67 / \$80		x		=	
<input type="checkbox"/> Game, Arts & Crafts, Mtg. Rooms	\$46 / \$55	\$62 / \$74		x		=	
<input type="checkbox"/> Gymnasium (1 hr minimum for regular hours)	\$64 / \$77	\$75 / \$90		x		=	

**Surcharges** (Check all that apply)  Table/Chair setup (\$63/\$76)  Kitchen Use (\$86/\$103)  P.A. System (\$42/\$50)

### Insurance

Applicant Provided  City Provided **Cleaning/Damage Deposit**  \$200  
**SEPARATE CHECK ONLY** (refundable based on inspection)

OFFICE ONLY Proof of Residency  Receipt #:  Date Permit/Receipt Issued:  Approved By:

## GENERAL RULES

1. Your Rental Fee and the cleaning deposit are due ten (10) working days before the date of your rental. Refund requests must include an original copy of the permit, an original receipt and a letter of justification. No refunds will be given without 7 days notice. An administrative fee of 25%, or a minimum of \$10 service charge applies.
2. The City may revoke this permit (i) for any reason upon five or more working days before the rental date, or (ii) at any time for violating these rules. In the event of revocation, the City shall refund the rental fee and deposit.
3. No permits will be issued to persons under the age of eighteen (18).
4. A driver's license or photo identification card confirming age and a recent utility bill to prove residency of the permit holder are required.
5. Use of the site, including all preparation, set-up time, and clean up afterwards, is limited to actual permit time.
6. Use of intoxicating liquors and illegal substances are prohibited.
7. Permit holder agrees activities, including use of amplified sound equipment, are subject to limitations and permitting requirements of the Berkeley Municipal Code, including 13.40 (Community Noise).
8. Hanging ropes or lines from trees or structures in horizontal position is prohibited, other than to set up a volleyball or badminton net or similar recreational activity where attached visible netting can be easily seen by a passerby.
9. Charging admission, selling tickets, requesting donations, or soliciting money in any manner is prohibited.
10. Permit holder's publicity must not appear as if the City or the Recreation Center is co-sponsoring the activity.
11. Additional rules are found in City Resolution Nos. 64,456—N.S. (Fees) and 64,335—N.S. (Policies).
12. Permit holder agrees to comply with all applicable federal, state and local laws, including but not limited to BMC Chs. 12.90 (Nuclear Free Berkeley), 13.26 (Living Wage) and 13.26 (Non-Discrimination), as well as City Resolution No. 59,853—N.S. (Oppressive States).
13. Failure of City to insist on strict performance of the permit terms shall not constitute a waiver of any of its provisions.
14. The laws of the State of California shall govern this permit.
15. The use of explosives, fire, pyrotechnics or fog-producing devices is prohibited.
16. This permit may not be assigned, subcontracted or transferred without the City's prior written consent.
17. If any part of this permit is declared invalid, such invalidity shall not affect the remaining provisions that can be given effect, and to this end the remaining provisions of this permit are declared to be severable.
18. If the conduct of permit holder, its employees, agents or invitees results in any disturbance of the peace and/or requires a response from City public safety personnel, the City reserves the right to require permit holder, its employees, agents and/or invitees to immediately vacate the premises and to charge permit holder for any overtime expenses incurred.

### **Clean-Up Responsibility**

Permit holder shall be personally responsible for all damages to City buildings, property and grounds and shall be responsible for reimbursing the City for any loss, damage, maintenance, or repair required. Trash must be placed in cans. If trash cans are full, permit holder is responsible for bagging and removing their trash.

### **Indemnification & Insurance**

Permit holder shall indemnify, defend and hold harmless City, its officers, agents and employees from any and all claims, demands, liability, expenses (including costs and reasonable attorney's fees), damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage, arising out of or in any way connected with the acts or omissions of permit holder, its contractors, licensees, agents, servants or employees, or arising from any accidents, injury or damage whatsoever caused to any person or property occurring in, on or about the City's property. Permit holder shall maintain a policy of liability insurance naming the City, its employees and agents as an additional insured and with policy limits required by the City, unless the City itself provides insurance.

### **Waiver**

In consideration of the issuance of this permit, the applicant intending to be legally bound, permit holder for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter accrue to it against the City of Berkeley, its employees, and agents, from use of the City's property.

**Date:** \_\_\_\_\_

**Permit Holder's Name (Print):** \_\_\_\_\_

**Permit Holder's Signature:** \_\_\_\_\_