

CITY OF BERKELEY

ADMINISTRATIVE REGULATIONS

SUBJECT: POSTING AND ENFORCING RULES FOR VISITORS TO ALL CITY BUILDINGS

PURPOSE

As a public entity, the City as a matter of course constantly interacts with its residents. Dealing with belligerent visitors to City buildings, however, can be an intimidating experience. Employees may naturally feel concerned for their own safety as well as that of their co-workers and other patrons. This AR is designed to protect City staff by clarifying what constitutes unacceptable conduct in City buildings.

POLICY

It is the policy of the City Manager to protect the safety of City staff and all persons visiting City buildings,¹ facilitate the City's ability to conduct government business and provide services, and prevent damage to City facilities. This AR implements the building security and usage rules listed below for visitors to **all** City of Berkeley buildings pursuant to Berkeley Municipal Code (BMC) section 13.36.065 (attached).

Before enforcing the below-listed rules, an employee must give a visitor in violation of a rule a polite verbal warning about the rule.²

More specific building rules may be established for particular buildings. In addition, the Board of Library Trustees has established rules for facilities subject to its management. These rules are listed in the appendix and are hereby approved by the City Manager. In the event of an inconsistency between such building-specific rules and the general "Interior Rules" set forth in this administrative regulation, the building-specific rules shall prevail.

¹ A "City building" means any building that the City owns or leases for the purpose of conducting or providing City business or services. (BMC § 13.36.065(B).) If the City only leases a portion of a building, these rules apply only to that portion and to the entire exterior curtilage of the building, unless the building owner or occupant authorizes the prohibited conduct on the exterior curtilage. "Curtilage" means the exterior grounds of a building, including ledges, steps, grass and grounds that lie between the outer facade of the building and the property line (the public sidewalk, a formally dedicated public park, or an adjacent private property). Curtilage does not include the public sidewalk or a formally dedicated public park. (BMC § 13.36.065(B).)

² One warning is sufficient to allow for enforcement throughout the remainder of the day. However, a warning is valid only on the day it is issued. A visitor in violation of the same rule on a subsequent day must be warned again before the policy may be enforced. (BMC § 13.36.065(D).)

PROCEDURE

City staff should take the following steps when encountering unacceptable conduct in City buildings:

- **Call the Police for Criminal Conduct.** Where the visitor engages in criminal conduct, such as hitting or shoving another patron or staff, challenging another patron or City staff to fight, making violent to threatening statements, or intentionally damaging City property (e.g., writing graffiti on an interior wall, etc.), no warning is required. The visitor should be asked to leave and the police should be called immediately.
- **Give a Polite Verbal Warning.** Where the conduct violates the rules set forth in this A.R. (or violates the rules established for a specific person), staff should give a polite verbal warning. Such a warning might be, for example, “Sir/Madam, your conduct is in violation of city building security rules. If you continue, you will be asked to leave and the police may be called.”
- **Enlist the Help of Your Supervisor.** If you are uncomfortable admonishing the visitor, call your supervisor or a co-worker and warn the visitor together. There is strength in numbers and unruly visitors may back down if confronted by more than one person.
- **If the Visitor Refuses to Leave, Call the Police.** If, despite all of your best efforts, the visitor continues to engage in the disruptive conduct and refuses to leave despite being warned to stop, call the police. Be prepared to explain the situation when the police arrive and, if possible, have a copy of this administrative regulation.
- **Posting Signs.** Department heads may, but are not required to, post signs regarding these rules on the premises of their departments. It is not necessary that a sign be posted in order to enforce these rules because a verbal warning is both required and sufficient. However, for problem areas, a sign may be posted to better inform the public of the applicable rule. Requests for signs should be directed to the Deputy Director of the Public Works Department.
- **Orders Regarding Specific Individuals.** In some instances, the City Manager may establish safety rules directed at a specific person, based on that person’s previous violent, threatening, or disruptive conduct towards City employees or the public. This may include barring that person from entering some or all City buildings. If the person violates such an order the warning provisions described above are not required. Consult with the City Attorney’s office in the event such an order is necessary.

Interior Rules/Signage

1. No member of the public may enter an interior area of a City building once a City employee advises that the area is closed to the public.

2. No member of the public may enter an interior area of a City building that is signed in any manner that suggests that the public should not enter, unless given permission to enter by a City employee.

Such signs include, but are not limited to:

“Reception Area – Please Check In,” “Private,” and “Employees Only”

3. A member of the public may remain in the lobby, hallways, waiting areas, or similar public areas inside a City building only as long as necessary to conduct City-related business or contact an employee. Members of the public may not wait in a City building for a City employee indefinitely, and may be asked to return at another time when the employee is expected to be in the office.

In the event signage is not practical, employees should use verbal warnings.

4. Bathrooms in City buildings shall not be used for shaving, bathing or washing clothes, except as specifically authorized by City staff.

Acceptable Signage (but only if the problem is a recurring one):

“No Bathing or Shaving Allowed” or “No Bathing or Washing Laundry Allowed”

5. In City buildings, no member of the public may:
- a. Threaten violence against or intimidate any City staff member or member of the public;
 - b. Cause an unreasonably loud noise that is so disturbing or annoying that it interferes with the ability of City staff to perform their jobs or of members of the public to conduct their business;;
 - c. Insist that City staff provide a service, explanation or document that City staff has made clear cannot be provided at that time;
 - d. Insist on meeting with a City staff member or supervisor after being told that the person is either not available or will not meet with the person;
 - e. Obstruct City staff or other members of the public from performing their duties or completing the business for which they came to the building;
 - f. Block building entrances, ramps, or exits;
 - g. Enter a City building with animals, other than service animals authorized by law;
 - h. Ride bikes, skates, scooters, skateboards, or other similar devices designed to enhance mobility but not intended for indoor use, except as mobility aids required due to disability;

- i. Lie or sleep on the floor ;
- j. Exude odors that are so strong and pervasive as to interfere with the ability of City staff to perform their jobs or the ability of other members of the public to conduct their business; or
- k. Refuse to leave a City building after having been lawfully directed to do so by a City employee.

Exterior Rules/Signage

- 1. No member of the public may remain on the curtilage (i.e. the area between the outer building façade and the property line, including exterior steps, ledges and grounds ³ of City buildings, unless the person is there to conduct City-related business or contact an employee.
- 2. No person shall set up, place, maintain or install any structure or large object in or on the exterior grounds of a City building without a City-issued permit. A structure or large object as used herein is any object with a footprint or coverage area of 10 square feet (i.e., 3.3 feet by 3.3 feet) or more, including but not limited to a tent or table exceeding that size.
- 3. No person shall leave or store any unattended personal property in or on the exterior grounds of a City building regardless of the size.

Acceptable Signage Pertaining to Remaining on City Property:

“No Sitting on Steps – BMC 13.36.065” and/or “Building Steps and Grounds for City Business Only – BMC 13.36.065.”⁴

³ Exterior grounds can include an off-street parking lot. However, a public sidewalk is not part of the exterior grounds. (BMC § 13.36.065(B).) Also, even if the City only leases a portion of a building, this rule still applies to the entire “exterior curtilage” of the building. (BMC § 13.36.065(B).)

⁴ Due to legal technicalities, do **not** use the words “no loitering” in any sign. Rather, use the recommended language.

Chapter 13.36 DISORDERLY CONDUCT*

Section 13.36.065 Violating building security rules for City buildings.

- A. Purpose. The purpose of this section is to enable the City Manager to establish building security rules for buildings that the City of Berkeley owns or leases for City government business or services. The City Manager's building security rules will be designed to maintain the safety of City employees and patrons, facilitate the City's ability to do government business and provide services, and prevent damage to City facilities. The City Manager's building security rules may apply to all City buildings, as defined in this section, or only to specific City buildings, depending on the security needs at each site.
- B. Definitions. "City building" as used in this section means any building that the City of Berkeley owns or leases for the purpose of conducting City government business or providing City services. If only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall apply to only that part of the interior of the building. In addition, if only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall also include the entire exterior curtilage of the building, unless the building owner or occupant authorizes the conduct prohibited by this section on the exterior curtilage.
- "Curtilage" as used in this section means the exterior grounds of a building. "Curtilage" shall include the steps and grounds that lie between the outer facade of the building and either (1) the public sidewalk, (2) a formally dedicated public park, or (3) the adjacent private property. Curtilage does not include the public sidewalk or a formally dedicated public park, but rather, ends there.
- C. Prohibited Conduct. No person shall violate the City Manager's building security rules governing any City building. The City Manager's building security rules shall promote safety for City employees and patrons, facilitate the City's ability to provide services, and/or help prevent damage to City facilities. The City Manager's building security rules shall include, but need not be limited to, prohibiting persons from:
- (1) Entering designated areas that are not open to the general public inside of City buildings without permission from a City employee or agent, and
 - (2) Remaining inside of or on the curtilage of a City building without a purpose related to conducting business, accessing services, or contacting an occupant on the premises.
- D. Citation. No person shall be arrested or cited under this section unless the person engages in conduct prohibited by this section after having been notified by a City official that he or she is in violation of the prohibition in this section.

- E. Penalty. Notwithstanding the provisions of Section 13.36.100, violation of this section shall be either an infraction or a misdemeanor, in the discretion of the prosecutor, and upon conviction shall be punishable as set forth in Chapter 1.20 of this code. (Ord. 6486-NS § 1, 1999)

Appendix of Specific Building Rules

1. Berkeley Public Library (all facilities):
<http://www.berkeleypubliclibrary.org/about/berkeley-public-library-policies>

2. Senior Centers' Participant Rules and Guidelines (all facilities):
http://www.cityofberkeley.info/Health_Human_Services/Division_on_Aging/Participant_Rules_and_Guidelines.aspx

3. Mental Health (2640 Martin Luther King Jr Way):

4. Recreation Facility Rules (Exhibit 1);

5. Picnic Facility Rules (Exhibit 2);

6. Swim Center Rules (Exhibit 3);

7. Skate Park Rules (Exhibit 4);

8. Tennis Court Rules (Exhibit 5);

9. Wedding and Amphitheatre Rules for Cragmont Park and the Rose Garden; (Exhibit 6);

10. Rules for Berkeley Barracudas swim team (Exhibit 7);

11. Playing Fields Rules (Exhibit 8);

12. Recreation Division Code of Conduct (Exhibit 9); and

13. General Parks Rules (Exhibit 10).


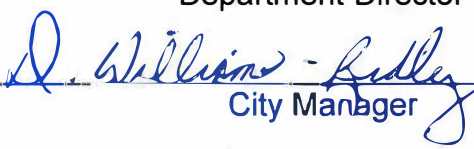
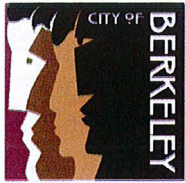
<p>RESPONSIBLE DEPARTMENT: City Attorney's Office</p> <p>TO BE REVIEWED/REVISED: Annually</p>	<p>Approved by:  _____ Department Director</p> <p> _____ City Manager</p>
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EXHIBIT 1



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 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

() Same

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) Resident/Non-Resident	Regular hrs	Non-regular hrs	Hours	x	Fee per 1 hr	=	Total cost
Youth/Senior/Disabled Residents Group Prices are the same for all locations	\$40	\$59		x		=	
<input type="checkbox"/> Auditorium & Social Hall	\$65 / \$78	\$80 / \$96		x		=	
<input type="checkbox"/> Fireside & Community Rooms	\$50 / \$60	\$65 / \$78		x		=	
<input type="checkbox"/> Game, Arts & Crafts, Mtg. Rooms	\$45 / \$54	\$60 / \$72		x		=	
<input type="checkbox"/> Gymnasium (1 hr minimum for regular hours)	\$62 / \$74	\$73 / \$87.50		x		=	

Surcharges (Check all that apply) Table/Chair setup (\$61) Kitchen Use (\$59) P.A. System (\$59)

Insurance

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

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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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

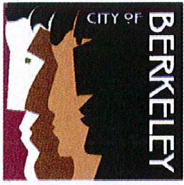
In consideration of the issuance of this permit, the applicant intending to be legally bound, permit holder for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter 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: _____

EXHIBIT 2



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160
 E-mail: recreation@cityofberkeley.info

Facility Permit

Picnic Sites

- Aquatic Park
- Cordonices Park Area 1
- Cordonices Park Area 2
- Live Oak Area 1
- Live Oak Area 2
- Ohlone Park
- Strawberry Creek

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
		AM / PM
		End Time
		AM / PM

Picnic Areas (4 hour minimum required)

Time blocks available (please check all that apply) 7:30 – 11:30am 12:00 – 4:00pm 4:30 – 8:30pm

Location (check)	Fee (resident)	Fee (non-resident)	# of Time Blocks	x	Fee	=	Total Cost
<input type="checkbox"/> Aquatic Park	\$45	\$54		x		=	\$
<input type="checkbox"/> Codornices Area 1	\$75	\$90		x		=	\$
<input type="checkbox"/> Codornices Area 2	\$60	\$72		x		=	\$
<input type="checkbox"/> Live Oak Area 1	\$60	\$72		x		=	\$
<input type="checkbox"/> Live Oak Area 2	\$60	\$72		x		=	\$
<input type="checkbox"/> Ohlone Park	\$45	\$54		x		=	\$
<input type="checkbox"/> Strawberry Creek	\$30	\$36		x		=	\$

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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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.

Waiver

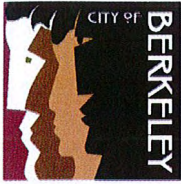
In consideration of the issuance of this permit, the applicant intending to be legally bound, permit holder for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter 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: _____

EXHIBIT 3



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160
 E-mail: recreation@cityofberkeley.info

Facility Permit

Swim Centers

- King Pool
 West Campus

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

AM / PM AM / PM

Swim Centers

Check one King Pool West Campus Pool

Number of People	Fee Per Hour (res/non)	Hours	x	Fee Per Hour	=	Total cost
1-35	\$97 / \$116	<input type="text"/>	x	<input type="text"/>	=	<input type="text"/>
36-70	\$141 / \$169	<input type="text"/>	x	<input type="text"/>	=	<input type="text"/>
71-100	\$172 / \$206	<input type="text"/>	x	<input type="text"/>	=	<input type="text"/>
101-150	\$211 / \$253	<input type="text"/>	x	<input type="text"/>	=	<input type="text"/>

Insurance

Applicant Provided City Provided

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

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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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: _____

NOTICE TO PATRONS

CITY OF BERKELEY PUBLIC POOLS: RULES OF CONDUCT

These rules of conduct are issued by the Director of Parks, Recreation and Waterfront ("Director of Parks") for the safety and protection of all Pool users and staff. We ask your cooperation to maintain an environment conducive to enjoyable use of the Pools for all.

The following behaviors are prohibited:

-
- Refusal to follow reasonable direction from Pool staff, including but not limited to any direction issued for safety reasons.
 - Refusal to follow posted directions.
 - Performing callisthenics, prolonged stretching, yoga, Tai Chi, running, or similar physical activity that takes up space on the Pool deck (King Pool users may participate in such stationary physical activities in the elevated barbeque area, if space available; West Campus Pool users may use the "Pen-Area", if space available).
 - Harassing other swimmers, their families, or staff, physically or verbally.
 - Leaving children who are not safe swimmers unattended by a parent or authorized adult.
 - Blocking any aspect of the entire facility ("Pool Premises"), including entrances or exits, with bicycles, strollers, etc., or leaving animals unattended on Pool Premises.
 - Entering Pool Premises with animals other than service animals authorized by law.
 - Riding skates, roller shoes, scooters, skate boards, or other similar devices.
 - Smoking; possessing, consuming, or being under the influence of alcohol or illegal drugs.
 - Failing to wear attire that complies with Berkeley Municipal Code section 13.32.010 (regulating public nudity).
 - Disturbing or annoying anyone with loud and/or unreasonable noise, including but not limited to using electronic equipment or mobile telephones at a volume that disturbs others.
 - Petitioning, soliciting or selling merchandise or services without written permission from the Director of Parks.
 - Engaging in any other activity that is disruptive to users who are using the Pool for its intended use (e.g., recreational play in swim lanes during Lap Swim hours)

Any patrons displaying these behaviors will be addressed in the following manner:

FIRST VIOLATION: Pool privileges suspended for one day (e.g., the patron may return two days after the violation).

SECOND VIOLATION: Pool privileges suspended for thirty days.

THIRD VIOLATION: Pool privileges suspended for up to one year.

FOURTH VIOLATION: Pool privileges suspended for at least one year, up to a permanent suspension.

In addition to the above prohibited behaviors, dangerous, destructive or illegal conduct, including but not limited to the following, will not be tolerated:

- Physical abuse or assault; possessing a weapon; fighting or challenging to fight; making violent and threatening statements;
- Engaging in or soliciting any sexual act;
- Damaging or destroying any Pool property, or personal property of patrons; and
- Refusing to leave the Pool Premises when instructed to do so by staff for violation of any of the above rules.

Any patron displaying any of these dangerous behaviors will be instructed to leave the Pool immediately. Police will be called and appropriate legal action will follow. In addition, based on the severity of the situation, a suspension of Pool privileges for up to one year will be applied without advanced warning or prior suspension. The City reserves the right to seek further or other legal remedy to protect Pool patrons and Staff.

If you observe anyone violating any of these rules of conduct, please inform a Pool staff member.

The appeals procedure for a suspension of privileges for violating these rules is as follows:

- a) The first appeal must be made in writing to the Director of Parks no later than 15 calendar days after the suspension decision was issued.
- b) To appeal the Director of Parks' decision, the Appellant must write to the City Manager no later than 15 calendar days following the Director's decision. The City Manager (or City Manager Designee) will conduct an appeal meeting, and the resulting decision of the City Manager or City Manager Designee is final.

SWIM CENTER RULES

Entrance:

- Any person 6 years old and under, or under 42 inches in height must be accompanied on the deck and in the water by a parent or guardian at least 16 years old.
 - A maximum of two children 6 years old and under, or under 43 inches in height will be admitted per parent.
 - Floatation devices, toys, and masks that cover the nose, are NOT permitted in the pool area during Public or Family Swim
 - No glass is permitted in the dressing room or pool area.
 - Personal belongings should not be left in the dressing rooms. The City of Berkeley is not responsible for lost or stolen items.
-

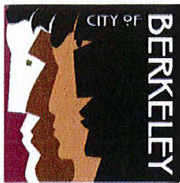
Pool Area:

- A swim test must be successfully performed for a Lifeguard, every visit to the pool, before being allowed to go to the deep areas of the pools.
- No running, pushing, dunking, or riding on the shoulders. Do not call for help unless help is needed.
- Do not distract the Lifeguard.
- No diving or head first entries in less than 9 feet of water.
- No double bouncing on diving board. Inward or reverse dives are prohibited. Only one person allowed on the diving board at a time.
- No diving from the diving board until the person in front of you has reached the wall. During Public Swim, the dive tank will be reserved for diving activities.

General:

- A shower is required before entering the pool.
- Do not enter the pool unless a lifeguard is on deck.
- Follow the lifeguard's instructions at all times.
- No patrons are allowed in undesignated areas.
- The Pool Manager or Senior Guard may suspend from the facility any person violating these rules, or whose conduct is jeopardizes the safety and pleasure of others.
- All refunds are handled through the Recreation Office. No refund will be granted if a patron is asked to leave the pool upon violating the rules.

EXHIBIT 4



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160
 E-mail: recreation@cityofberkeley.info

Facility Permit Skate Park

Applicant Information

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Alternate Telephone		
<input type="text"/>	<input type="text"/>		
Email Address			
<input type="text"/>			
Organization or Group Name			
<input type="text"/>			
Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Alternate Telephone		
<input type="text"/>	<input type="text"/>		

Event Information

Event Purpose	Begin Date	End Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of: Adults (18+)	Youth (under 18)	Begin Time
<input type="text"/>	<input type="text"/>	<input type="text"/>
		AM / PM
		AM / PM

Skate Park Rental (2 hour minimum required)

Check one	Fee Per Hour (res/non)	Total Cost
<input type="checkbox"/> Park Rental (AM ONLY, includes 2 staff)	\$250 / \$300	\$
<input type="checkbox"/> Birthday Party (includes lessons & 2 staff)	\$350 / \$420	\$

Insurance

Applicant Provided City Provided

Cleaning/Damage Deposit \$200
Separate Check Only (refundable based on inspection)

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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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

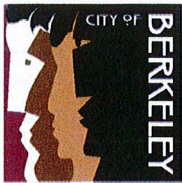
In consideration of the issuance of this permit, the applicant intending to be legally bound, permit holder for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter 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: _____

EXHIBIT 5



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160
 E-mail: recreation@cityofberkeley.info

Facility Permit Tennis Courts

Applicant Information

Last Name First Name

Address City State Zip Code

Telephone Alternate Telephone

() ()

Email Address

Tennis Courts (check one) * Night Use/Lighted Courts

- Cedar Rose Court 1
 James Kenney Court 1*
 San Pablo Court 1*
 Strawberry Creek Court 1*
 Grove Court 1*
 Rose Garden Court 1
 San Pablo Court 2*
 Willard Tennis Court 1*
 Live Oak Court 1*

2 hours maximum | Times available from 7:00 AM – 10:00 PM

Date for Rental / /

Begin Time AM / PM

End Time AM / PM

Description	Fee per hour (res/non)	Fee (youth/senior/disabled)	Hours	x	Fee per hour	=	Total Cost
<input type="checkbox"/> Day Use (all courts)	\$7 / \$8	\$5 / \$6	<input type="text"/>	x	<input type="text"/>	=	\$
<input type="checkbox"/> Night Use/Lighted*	\$10 / \$12	\$9 / \$11	<input type="text"/>	x	<input type="text"/>	=	\$

Tennis court reservations will not be permitted to individuals, groups, associations, clubs, or organizations desiring such use for "private gain", which term is defined and herein to mean use for the principal purpose of making a profit not pledged to be devoted to public uses. (Section 5f, City of Berkeley tennis court regulations.)

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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GENERAL RULES

1. 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.
2. No permits will be issued to persons under the age of eighteen (18).
3. A driver's license or photo identification card confirming age and a recent utility bill to prove residency of the permit holder are required.
4. Use of the site, including all preparation, set-up time, and clean up afterwards, is limited to actual permit time.
5. Use of intoxicating liquors and illegal substances are prohibited.
6. 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).
7. 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.
8. Charging admission, selling tickets, requesting donations, or soliciting money in any manner is prohibited.
9. Permit holder's publicity must not appear as if the City or the Recreation Center is co-sponsoring the activity.
10. Additional rules are found in City Resolution Nos. 64,456'N.S. (Fees) and 64,335'N.S. (Policies).
11. 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).
12. Failure of City to insist on strict performance of the permit terms shall not constitute a waiver of any of its provisions.
13. The laws of the State of California shall govern this permit.
14. The use of explosives, fire, pyrotechnics or fog-producing devices is prohibited.
15. This permit may not be assigned, subcontracted or transferred without the City's prior written consent.
16. 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.
17. 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.

Waiver

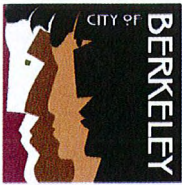
In consideration of the issuance of this permit, the applicant intending to be legally bound, permit holder for itself, its heirs, executors and administrators, waives, releases and forever discharges any and all rights and claims for any and all damages which permit holder may have or which may hereafter 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: _____

EXHIBIT 6



Parks Recreation & Waterfront Department
 Recreation Division
 1947 Center Street, 1st Floor
 Berkeley, CA 94704
 Tel: 510.981.5150 TDD: 510.981.6903 Fax: 510.981.5160
 E-mail: recreation@cityofberkeley.info

Facility Permit

- Wedding
 Amphitheatre

Applicant Information

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Alternate Telephone		
(<input type="text"/>)	(<input type="text"/>)		
Email Address			
<input type="text"/>			
Organization or Group Name			
<input type="text"/>			
Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Alternate Telephone		
(<input type="text"/>)	(<input type="text"/>)		

Event Information

Event Purpose		Begin Date	End Date
<input type="text"/>		<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Number of: Adults (18+)	Youth (under 18)	Begin Time	End Time
<input type="text"/>	<input type="text"/>	<input type="text"/> AM / PM	<input type="text"/> AM / PM

Wedding Rental (4 hour minimum required)

Location	Base Fee (res/non) (first 4 hrs)	Fee (res/non) (per additional hour)	Base Fee	+	Add'l hour Fee	=	Total Cost
<input type="checkbox"/> Cragmont	\$352 / \$422	\$61 / \$66	<input type="text"/>	+	<input type="text"/>	=	\$ <input type="text"/>
<input type="checkbox"/> Rose Garden	\$615 / \$738	\$102 / \$122	<input type="text"/>	+	<input type="text"/>	=	\$ <input type="text"/>

Amphitheatre

Location	Fee (res/non)	Fee	+	# of Days	=	Total Cost
<input type="checkbox"/> John Hinkel Amphitheatre	\$116 / \$139	<input type="text"/>	+	<input type="text"/>	=	\$ <input type="text"/>

Insurance

- Applicant Provided City Provided

Cleaning/Damage Deposit \$350
SEPARATE CHECK ONLY (refundable based on inspection)

OFFICE ONLY	Proof of Residency <input type="checkbox"/>	Receipt #:	Date Permit/Receipt Issued:	Approved By:
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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: _____

EXHIBIT 7



TEAM RULES

The 4 principles that guide the Berkeley Barracudas are:

Safety • Respect • Excellence • Teamwork

With these principles in mind, the following rules are in place. All team members and families are expected to follow the rules. Failure to follow the rules can result in suspension or expulsion from the team.

1. All rules posted by the City of Berkeley apply to Barracuda swimmers.
2. Do not enter the water unless your coach is present on the pool deck.
3. Always enter the water feet first, unless otherwise instructed. No diving ever in the shallow end.
4. Listen to and follow the instructions of all coaches and lifeguards.
5. No running anywhere in the swim center.
6. No rough play, dunking or grabbing other swimmers in the water. We are here to swim!
7. Kickboards are for kicking only. They are not to be used by non swimmers for flotation. They are not to be sat on or held underwater and then launched upward. Misuse of kickboards can cause injury.
8. Fighting, bullying, foul language or taking the belongings of others will not be tolerated.
9. Do not leave your belongings in the locker rooms while swimming. Bring them out to the deck or check them in with the office personnel. City of Berkeley and the Berkeley Barracudas are not responsible for lost or stolen items.
10. Leave pool deck and lock rooms neat when you are done. Use garbage receptacles.
11. Parents observing the swim practice are required to remain in the bleachers or on benches. Speak to coaches before or after practice. do not interrupt practice.
12. Swimmers and parents are not allowed in the pool office.
13. Show swim pass each time you enter the facility..
14. Berkeley Barracuda swimmers participating in the USA Swimming program must be registered with United States Swimming within one month of joining the team, and provide a copy of membership card to their coach.
15. Parents must pick up their swimmers on time. There is no one to watch your child(ren) after practice.
16. Team uniform or swim cap must be worn to all competitions.
17. Swimmers are expected to be on their best behavior at the home pool and when visiting other swim centers, and show respect for each other and other teams.

ACKNOWLEDGEMENT OF RULES

I have reviewed and understand these rules and agree to follow them at all times. I understand that not following these rules can result in suspension or expulsion from the team.

Signature of Swimmer _____ **Date** _____

Signature of Parent/Guardian _____ **Date** _____

Detach and turn in bottom part of sheet, signed by swimmer and parent/guardian, with Registration Form

EXHIBIT 8



CITY OF BERKELEY
RECREATION PROGRAMS OFFICE
 2016 Center Street, Berkeley, California 94704
 (510) 981-5150 Email: Recreation@ci.berkeley.ca.us

PLAYING FIELDS
FACILITY USE PERMIT

Permit No.	Date Issued: 5/28/2013	Charge: \$144.00	Receipt No.	By: Wayne Munson
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Permission is hereby granted to Raymond Weschler
(Name of Organization)
 to use the Codornices BBD at 1201 Euclid St
(Field) (Name and Location)
 Days of the week Sunday FOR: Softball

DATES: Sunday June 2 and 9, 2013 from 11:00 PM to 1PM

Approximate number to attend: YOUTHS: For 200 people or more, permittee will
 ADULTS: 25 need a four (4) Yard Garbage Bin. For
 Every 200 people, a toilet will be required.

GENERAL RULES

- Permits for use of facilities should be picked up at least 5 work days in advance of use.
- Fees must be paid at the time when permit is issued.
- Applicant must be 18 years or older.
- Usage is limited to permit time, including all preparation set up, as well as clean-up.
- Use of intoxicating liquors is prohibited.
- No amplified sound is permitted without prior permission from Parks Recreation and Waterfront Department.
- Charging Admission, selling tickets or soliciting money in manner, without written authorization is prohibited.
- Groups using the facility will be financially responsible for any damage to facility or clean up occurring from this permit use.
- The Recreation Office that issued the permit must be notified of cancellation at least 2 days in advance.
- Requests for refunds must be accomplished by original copy of permit, original receipt, and a letter of explanation from the person named on the receipt.
- No vehicles are allowed on the lawn areas. No maintenance is available from Friday 3 PM to Monday 9 AM.
- Applicant acknowledges receipt of City's Insurance Requirements and will provide proof of insurance naming the City as additional insured.

I acknowledge that I have read these rules, the rules for playing field use and the rain-out policy, and agree to abide by these rules. I acknowledge that violation of the rules may result in the organization or individual's right to use any playing field in the City of Berkeley may be denied and this permit may be revoked.

Applicant's Signature: _____ Affiliation: N/A
 Address: 2608 Ashby Ave. Berkeley CA, 94705
 Resident Telephone: 845-7552
 Business Telephone: Fax # 642-9122

FEE CALCULATION

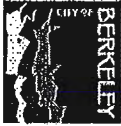
Group Classification: _____ and **ADULT**
 Rate per 2 hour Periods No Lights \$ **72.00** Rate per 2 hour Periods with Lights \$ _____
 Periods of Use No Lights: 2 HRS X Period Rate \$ **\$72.00x 2 = \$ 144.00**
 Periods of Use with Lights: _____ X Period Rate \$ _____ = \$ _____
GRAND TOTAL = \$ 144.00



City of Berkeley -- Parks, Recreation & Waterfront Department
RECREATION DIVISION
1947 Center Street 1st Floor, Berkeley, California 94704
Telephone: (510) 981-5150; Email: Recreation@CityofBerkeley.info

City of Berkeley Rules for parks and sports fields

1. **Permits.** Permits must be obtained prior to the start date of the reservation and must be brought to the field during usage. Applicants for permits must be 18 years or older. Permit applications cannot be processed unless accompanied by a Certificate of Insurance and payment (check or money order). Failure to pay for a permit may result in the loss of the reservation.
2. **Fees.** Fees for field usage shall be set by the City Council.
3. **Insurance Certificate.** A permit will not be confirmed unless a Certificate of Insurance of general liability is provided to the Recreation Division, which must include a separate Endorsement Form that names the City as an additional insured, using the following language: "City of Berkeley, its officers, agents, volunteers and employees". For those using the Gilman Fields, the Endorsement Form must also include the East Bay Regional Park District as an additional Insured, using the following language: "East Bay Regional Park District, its officers, agents, volunteers and employees."
4. **Permit Time.** The time stated in the permit includes all set-up, preparation, play time and clean-up.
5. **Permit Holders** have the right to ask non-permitted users to leave the field during the permitted reservation. Permit holders are responsible for the behavior of all people associated with their organization including players, parents, friends, coaches, and referees. Groups that violate these rules or allow players to engage in criminal behavior at the facility may be banned from the facility for durations determined by the Contractor, which shall notify the City.
6. **Field Closure Policy.** During bad weather, or when maintenance activities are being done, grass fields shall be closed to prevent damage. A field closure message will be posted on the City's voicemail system (510-981-5161) no later than 2pm each weekday and 3am on weekends. Refunds shall be issued for cancellation of the 3rd slot or more in a given slot per season, and requests for refunds must follow the Refund Policy below. Use of the field during a Field Closure will result in financial penalties: 1st offense (\$250); 2nd offense within a twelve month period (\$500); 3rd offense (permit is revoked for one year).
7. **Refund Policy:** Refunds may be requested by submitting a Refund Request Letter to the City, along with a copy of the permit and the City-issued payment receipt number. Refunds caused by bad weather will be processed at the end of each sports season. All other refunds will be processed throughout the season. Refunds for a cancelled reservation shall be issued only if a replacement user can be found.
8. **Alcoholic beverages, littering, smoking, motorized vehicles & overnight camping** are prohibited on City parks and fields (Berkeley Municipal Code Sections 13:36:070; 12:40:080; 6:32:050; 6:32:020).
9. **Dogs** are prohibited at the fields except for disability assistance.
10. **Amplified Sound** is prohibited at the fields without prior written authorization from the City.
11. **Collecting Money.** Charging admission, selling tickets, or soliciting money in any manner is prohibited at the fields, without prior written authorization from the City.
12. **Financial Responsibility.** Groups who obtain permits to use City facilities will have the financial responsibility for any damage to the facilities or clean up costs that occur during their permit time.
13. **Gilman Fields Complex.** Food and drink are prohibited, except water. Other rules specific to this facility are posted at the Field Entrance.
14. **Violations.** Violation of these rules may result in financial penalties and the permit may be revoked.



City of Berkeley – Parks, Recreation & Waterfront Department
RECREATION DIVISION
1947 Center Street 1st Floor, Berkeley, California 94704
Telephone: (510) 981-5150; Email: Recreation@CityofBerkeley.info

Reglas de la Ciudad de Berkeley para parques y campos deportivos

1. **Permisos par campos deportivos.** Los permisos se deben obtener antes de la fecha del inicio de la reservación y debe llevarlos al campo durante su estancia en el campo. Los solicitantes de los permisos debe ser mayores de 18 años. Las solicitudes del permiso no pueden ser procesadas sin un certificado de seguro y su pago (cheque o giro postal). La falta de pago del permiso puede resultar en la cancelación de la reservación.
2. **Tarifas.** La tarifa para el uso del campo será fijado por el Ayuntamiento de la Ciudad de Berkeley.
3. **Certificado de seguro.** Certificado de Seguro: La Ciudad no puede procesar su permiso y su pago sin un certificado de seguro actualizado. El certificado de seguro debe mostrar evidencia de la cobertura de responsabilidad civil de \$1,000,000. Además, debe incluir una forma adicional llamada la forma endorsada (the Endorsement Form) la cual certifica a la Ciudad de Berkeley como asegurado adicional con el siguiente texto: "City of Berkeley, its officers, agents, volunteers and employees". Los permisos de los campos en la Gilman, también debe incluir como asegurado adicional a East Bay Regional Park District, con el siguiente texto: "East Bay Regional Park District, its officers, agents, volunteers and employees."
4. **Tiempo del permiso.** El tiempo establecido en el permiso incluye el tiempo de instalación, preparación, duración del juego, y la limpieza.
5. **Los titulares de permisos** tienen el derecho de pedir a los usuarios sin permisos que abandonen el campo durante su reservación. Los titulares de permisos son responsables por la conducta de las personas asociadas a su organización, incluyendo los jugadores, padres, amigos, entrenadores, y árbitros. Los grupos que violen las reglas o que permitan que los jugadores incurran en conductas delictivas durante su estancia en las instalaciones pueden ser excluidos de la instalación durante los períodos determinados por el contratista, quien deberá notificar a la Ciudad.
6. **Campos cerrados.** Para prevenir daños, los campos de césped serán cerrados durante el mal tiempo o cuando se les está dando mantenimiento. Un mensaje de cierre de campo se publicarán en el sistema de correo de voz de la Ciudad (510-981-5161) no más tarde de las 14:00 horas de lunes a viernes y a las 8:00 am los fines de semana. Los reembolsos se expedirán por la cancelación del tercer bloque de tiempo o más durante la temporada, las solicitudes de reembolso deben seguir la política de reembolso descrita más adelante. Hay multas por usar los campos cerrados: 1^a infracción (\$ 250); 2^a ofensa dentro de un período de doce meses (\$ 500); 3ra ofensa (El permiso es revocado por un año).
7. **Política de reembolso:** Los reembolsos se pueden solicitar mediante la presentación de una carta de solicitud de reembolso a la Ciudad, junto con una copia del permiso y el número de recibo de pago emitido por la Ciudad. Los reembolsos causados por el mal tiempo serán procesados al final de cada temporada deportiva. Todos los reembolsos serán procesados durante la temporada. Un reembolso de una reserva cancelada sólo se expedirá si se encuentra a un usuario de reemplazo.
8. **Las Bebidas alcohólicas, el fumar, tirar basura, tener vehículos motorizados, y acampar durante la noche** son prohibidos en los parques y los campos de la Ciudad (Código Municipal de Berkeley 13:36:070; 12:40:080; 6:32:050, 6:32:020).
9. **Los Perros** están prohibidos en los campos a excepción de los perros de asistencia por discapacidad.
10. **Sonido amplificado** está prohibido en los campos, sin la previa autorización por escrito de la Ciudad.
11. **Cobrar dinero.** Está prohibido cobrar por la entrada, la venta de boletos, o solicitar dinero de cualquier forma en los campos sin la previa autorización por escrito de la Ciudad.
12. **La responsabilidad financiera.** Los grupos que obtengan los permisos para utilizar las instalaciones de la Ciudad tendrán la responsabilidad financiera por cubrir los gastos de cualquier daño a las instalaciones o los costos de limpieza que se producen durante su tiempo de permiso.
13. **Campos de Gilman.** Se prohíbe el consumo de comida y bebidas, excepto el agua, Hay otras reglas que están anunciada en la entrada del campo.
14. **Violaciones.** Hay penas por violar estas reglas de la Ciudad y su permiso puede ser revocado.

EXHIBIT 9

RECREATION DIVISION

CODE OF CONDUCT & DISCIPLINE POLICY

1. Participants will respect themselves, others and the world around them.
2. Participants will not use foul language, suggestive language, ethnic or racial slurs or name-calling.
3. Participants will keep hands, feet and objects to themselves. No inappropriate touching is allowed.
4. Everyone will help clean up.
5. Participants will not engage in aggressive behavior including: hitting, shoving, kicking, scratching, spitting, or pushing.
6. Participants must stay together as a group.
7. Participants must stay within the group leader's view.
8. Participants must be willing and able to follow the instructions, directions and policies of the leaders.
9. Participants will use facilities and equipment appropriately.

CONSEQUENCES:

1. Warning
2. Time Out or other appropriate consequence, as decided by Coordinator.
3. Meeting with parent
4. One day suspension from program
5. Three-day suspension from the program
6. Removal from program

EXHIBIT 10

CITY OF BERKELEY PARKS RULES SIGN – posted at all City parks

WELCOME TO YOUR PARK

- **Open 6 am to 10 pm** BMC 6.32.020
- **Dogs Must Be on Leash**
Dog Litter Must Be Removed BMC 10.04.120
- **Smoking Not Permitted** BMC 12.70.030
- **No Unattended Property or Objects 10 sq. ft. or more without Permit.**
BMC 6.32.030
- **Alcoholic Beverages, Littering, Motorized Vehicles & Overnight Camping**
Are Not Permitted BMC 13.36.070, 12.40.080, 6.32.060, 6.32.020

Maintenance and operation at this facility is funded by your Parks Tax.

Enjoy a Clean and Healthy Park