

GENERAL RULES

1. Your rental fee, cleaning deposit, and proof of liability insurance are due ninety (90) 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 30 days' notice. An administrative fee of 25% of the total cost, or a minimum of \$10 service charge (whichever is greater) will be applied.
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.