

UNIVERSITY OF CALIFORNIA, BERKELEY

Real Estate Services
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March 25, 2019

Berkeley Unified School District
Attn: Pauline Follansbee, Assistant Superintendent
1707 Russell Street
Berkeley, CA 94703

Re: Facility Use Permit for Reciprocal Use of Athletic Facilities

This document shall serve as a Facility Use Permit ("Permit") between The Regents of the University of California on behalf of its Intercollegiate Athletics Department ("University") and Berkeley Unified School District ("District") for reciprocal use of each party's athletic facilities under the following terms and conditions:

1. University hereby grants District permission and access to use its Athletic Department facilities, and District hereby grants University permission and access to use its Berkeley High School athletic facilities, with such use to be limited to the following circumstances:

** When a facility is unplayable due to weather, minor construction or repairs, maintenance issues, or other acts outside of human control (such as damage related to earthquakes, floods or other natural disasters)*

** When a facility is not available due to unforeseen scheduling conflicts, other events taking priority, or closed for major construction/repairs*

**** Requests for use shall be granted only if one of the above conditions are met and only if the requested facility is available for use on the requested date/time.***

2. This permit shall be limited to athletic facilities under the jurisdiction of University's Athletic Department and District's Athletic Department for a period of five (5) years, from March 1, 2019 – February 28, 2024 ("Term").
3. All reservations for use of athletic facilities on either University or District property shall be scheduled in advance of the event with permission confirming facility usage to be approved in writing by each party's authorized representative.

University's scheduling representative is:

Sean Couch
UC Berkeley Scheduling Office
75 Haas Pavilion
Berkeley, CA 94720-4422
Phone: (510) 643-9262
Email: schedule@berkeley.edu

District's scheduling representative is:

Athletic Director
Berkeley High School
1980 Allston Way
Berkeley, CA 94704
Phone (510) 644-8723
Email: athleticdirector@berkeley.net

4. Facility Use Fees between the parties hereto shall be waived during the Term of this Permit.
5. All activities conducted by District on University property will be the responsibility of District. All activities conducted by University on

District property will be the responsibility of University.

6. District shall return University facilities in the same condition as received prior to commencement of use. University shall return District facilities in the same condition as received prior to commencement of use.
7. This Permit does not give District permission to use any other facilities on the Berkeley campus or to use the name *University of California*, or any abbreviation thereof, in any manner whatsoever other than for location purposes in connection with this Permit.
8. University shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

District shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

9. Before commencement of use, each party shall furnish the other with a Certificate of Insurance naming the other party as additionally insured with General Liability coverage of not less than \$1,000,000 (One Million Dollars) for the Term of the Permit. University's Self Insurance coverage shall apply only in proportion to and to the extent liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of University, its officers, agents or employees.

10. Neither party shall be deemed to be in default of this Permit or liable for damages if the performance of any or all of its obligations hereunder are delayed or become impossible because of any act of God, war, riot or civil disobedience, epidemic, strike, lock-out or labor dispute, fire or any cause beyond either party's control.
11. Failure to comply with any of the terms and conditions of this Permit will result in automatic cancellation of this Facility Use Permit.

Please indicate acceptance of this Permit by having a duly authorized person sign below, and return signed copy to Real Estate office with a Certificate of Insurance pursuant to Article 9. University shall submit a Certificate of Insurance to District upon receipt of this fully executed Permit.

Sincerely,



Helen Levay
Real Estate Services Manager

ACCEPTED: Berkeley Unified School District

By _____

Name/Title _____

Date _____

cc: Gordon Bayne
Joshua Hummel
Sean Couch
John Calise (johncalise@berkeley.edu)
Chanita Stevenson (chanitastevenson@berkeley.net)