

CONTRACT NAME: AGREEMENT BETWEEN UNIVERSITY OF CALIFORNIA, BERKELEY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between UC Berkeley and DJUSD is for a DSHS field hockey game against St. Francis High School on Friday, September 1, 2017 at Underhill Field, UC Berkeley.

FISCAL IMPACT: The \$250 fee is paid from donations.

The University of California, Berkeley

Intercollegiate Athletics Facility Use Permit

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") hereby authorizes the Organization/Individual below ("Permittee") to use the following Berkeley campus facility:

Davis Senior High School Athletics

Name of Individual or Organization

Jeff Lorenson-Athletic Director

Representative(s)

315 W 14th St Davis, CA 95616

Address (for billing and forms)

530-757-5400 x111

Phone/Cell

916-529-3978

Fax

530-757-5492

Email

Underhill

Campus Facility to be Used (please be specific)

Davis HS vs St. Francis HS game

Purpose of Use/Event name

September 1, 2017 - 6pm

Date(s) & Time(s) of Use

1 hour @ \$250 - Additional hard costs may apply

Facility Usage Fees

Instructions: Facility Use Permit must be signed and submitted to University accompanied by a Certificate of Insurance naming "UNIVERSITY OF CALIFORNIA REGENTS" as additionally insured with General Liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence. Certificate MUST be attached to this Permit in order for Permittee's event to be approved.

Note: For an additional fee, Permittee may purchase insurance coverage through **University's Risk Management Office** by calling **(510) 643-9318**. Required coverage may be increased depending on proposed use. Consult with Risk Management for guidance. <http://riskmanagement.berkeley.edu/>

Contracts with non-University organizations/coaches bringing minors onto University Property for independent camps or clinics, an overnight stay or for consecutive-day (or longer) visits are required to include provisions that protect minors and the University, which includes mandatory Sexual Misconduct Liability Insurance (also known as Abuse and Molestation), naming The Regents of the University of California as Additional Insured, with the following limits: **\$1,000,000.00/occurrence or \$2,000,000.00/aggregate**

Organizations who do not currently carry this line of coverage may be able to purchase it at https://ebview.com/pdfgenerator/ViewPdf/marshcampus/uc/SportsandRecBrochureAppSample_09092014.PDF, or contact *Special Markets Insurance Consultants* at (800) 727-7642. For more information on events involving minors, please visit <http://riskservices.berkeley.edu/best-practices-activities-involving-minors>

Permittee agrees to abide by all terms and conditions of this Facility Use Permit as follows:

1. Permittee shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Permit including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Permittee, its officers, agents, partners, invitees or employees.
2. All persons using University property on Permittee's behalf shall be under Permittee's care, custody and control during the period of this Permit. All activities conducted by Permittee on University property will be the responsibility of Permittee.
3. At the termination of this Permit, Permittee must return University facilities to the same condition as received upon commencement of use, or Permittee may incur additional janitorial costs as necessary for University to clean and restore the facility to their original condition.
4. This permit does not give Permittee permission to use any other facilities on the Berkeley campus or to use the name "University of California, Berkeley," or any abbreviation thereof, in any manner whatsoever other than for the location purposes in connection with this Permit. Permittee's written or promotional material shall no name the University of California as "sponsor" unless such permission has been granted in writing by University.
5. University shall not 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, terrorism, war, prior or civil disobedience, epidemic, strike, lockout or labor dispute, fire or any cause beyond University's control.
6. University facilities shall be used only in accordance with all federal, state and local laws and University policies. Use of the facilities shall be denied if they are not in accordance with these laws and policies, or if circumstances are such that the proposed use would interfere with the orderly operation of University's programs.
7. Failure of Permittee to comply with any of the terms and conditions herein will result in automatic cancellation of this Facility Use Permit.
8. **Additional Rules are attached.**

EACH PARTICIPANT MUST FILL OUT ATTACHED WAIVER

Approval: Permit must be fully executed prior to commencement of use.

Permittee:

Bruce E. Colby

Print Name

Chief Business Officer

Title

Davis JUSD

Name of Organization or Individual

Signature

Date

8/25/17

University:

Christopher Pezman

Print Name

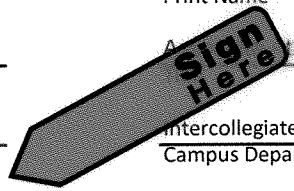
Athletic Director - Facilities/EM

Intercollegiate Athletics

Campus Department

Signature

Date



OFFICE USE ONLY:

A large rectangular box with a light gray background, intended for office use only.

Additional Rules

Policies Pertaining to Facility Rentals

1. Reservation requests for facilities/fields must be submitted 10 working days prior to the event. If the event is a Tournament, special event, social event, etc., or may have an attendance of more than 300, reservation requests must be submitted more than 3 weeks prior for approval.
2. A facility/field reservation request form must be submitted to the Intercollegiate Athletics Scheduling Office, 75 Haas Pavilion. It may also be submitted via email: schedule@berkeley.edu. Requests will be reviewed, processed and confirmed after the form has been submitted.
3. Facility usage fees will be applied after the date of the event. All rental fees are to be paid in full prior to the due date listed on the invoice. This payment shall be in the form of check or departmental chartfield.
4. Length of the rental includes preparation, set-up and take down/clean up. The Permittee will be held financially responsible for any additional clean up, maintenance, or repair resulting from the event or activity.
5. Eating and drinking are allowed in specific areas only. If food is to be sold or served, arrangements for a Food Permit must be made with the University. Please ask for more details.
6. Commercial sponsorship, solicitation, photography, etc. are prohibited unless previously approved by the University and the Office of Real estate Services. Approval must be given prior to permit approval. Please ask for more details.
7. Advertising an event prior to event confirmation is prohibited.
8. Appropriate footwear is mandatory. No hard or black-soled shoes are allowed on any gym floor or tennis court.
9. Alcoholic beverages are strictly prohibited unless the rental group is given approval by the University and the University of California Campus Police Department. Please ask for permit and details.

Forms Needed:

Participant Waiver

Certificate of Insurance

Furniture Request:

Tables _____

Chairs _____

Podium _____

Additional Information:

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER: BAY AREA SCHOOLS INSURANCE COOPERATIVE (BASIC) (a California Joint Powers Authority) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	NAMED COVERED MEMBER: North Bay Schools Insurance Authority Davis Joint Unified School District P. O. Box 4000 526 B Street Davis CA 95617
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500, ET SEQ.

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS	LIABILITY SELF INSURED RETENTION
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability Products Liability Completed Operations Liability	2017MOELC	07/01/2017	07/01/2018	\$ 1,000,000	\$500,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)				\$	

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date (s) of Event/Operations/Locations/Vehicle:

Additional remarks/schedule may be attached if more space is needed.

CG20110413 RE: Davis Senior High School-Davis HS vs. St. Francis HS Field Hockey Game at Underhill Field, UC Berkeley 2645-2695 Haste St., Berkeley, CA 94704 on September 1, 2017 starting at 6:00pm.
University of California Regents are included as an additional covered member under the general liability per the attached endorsement referenced above but only as to the liability arising out of the negligent acts of the named covered member, with respects to use of facilities referenced above.

CERTIFICATE HOLDER: University of California Regents UC Berkeley 115 Haas Pavilion Berkeley, CA 94720	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.
	Issuer of this Certificate: Commercial Lines - (707) 769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 N. McDowell Blvd. Petaluma, CA 94954-1173

POLICY NUMBER: 2017MOELC

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designation Of Premises (Part Leased To You): CG20110413 RE: Davis Senior High School-Davis HS vs. St. Francis HS Field Hockey Game at Underhill Field, UC Berkeley 2645-2695 Haste St., Berkeley, CA 94704 on September 1, 2017 starting at 6:00pm.
Name Of Person(s) Or Organization(s) (Additional Insured): University of California Regents
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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