

SCHOOL FACILITIES USE APPLICATION AND PERMIT

Permit Number

DATE ISSUED: _____ NAME OF PERMITTEE: _____

RESERVED FOR DATE AND HOURS SPECIFIED:

Date(s): _____ Hours: _____

FEE CHARGE OF: _____

PERSONNEL:

1. CUSTODIAN
2. FOOD SERVICE PERSONNEL
3. OTHER (IDENTIFY): _____

FACILITIES RENTED:

1. KITCHEN (NEED FOOD SERVICE PERSONNEL)
2. CLASSROOM(S)
3. SPORTS FIELDS
4. GYMNASIUM
5. MULTIPURPOSE
6. OTHER (IDENTIFY): _____

EQUIPMENT:

1. SOUND EQUIPMENT
2. KITCHEN EQUIPMENT (NEED FOOD SERVICE PERSONNEL)
3. CHAIRS/TABLES
4. OTHER EQUIPMENT (IDENTIFY): _____

DISTRICT FACILITIES DIRECTOR OR BHS FACILITIES MANAGER

BY: _____

**BERKELEY UNIFIED SCHOOL DISTRICT
2020 Bonar Street
Berkeley, CA 94704**

HOLD HARMLESS AGREEMENT

I. Indemnification

A. Permittee's Indemnification of District.

In connection with the granted use of the BERKELEY UNIFIED SCHOOL DISTRICT ("District") facilities and premises identified in the attached application ("Application") along with all appurtenant facilities and paths of ingress, egress and access ("Premises") for the use stated therein, the undersigned, hereinafter referred to as the Permittee, agrees to defend, hold harmless and indemnify the District, its officers, agents and/or employees, individually and collectively, from and against any and all costs, losses, claims, demands, suits, actions, payments and judgments, including attorney fees, arising from personal or bodily injuries, including death, and/or property damage ("Claims") which arise out of the Permittee's use or occupancy of the Premises or any occurrence in or on the Premises resulting from negligence of Permittee or any of its agents, contractors, servants, employees, licensees, customers, or invitees (collectively, "Permittee's Agents") using or occupying the Premises pursuant to the Application, including but not limited to any breach or default on the part of the Permittee or the Permittee's Agents in the performance of any covenant or agreement to be performed pursuant to the terms of use relating to the Premises; or any "Hazardous Substances" (as defined in Exhibit "A" and incorporated herein by reference) brought onto, released or deposited on District's premises by Permittee or Permittee's Agents.

B. District's Indemnification of Permittee.

District shall indemnify and hold the Permittee harmless against and from any and all Claims arising from the negligence of District in the ownership and maintenance of the Premises identified in the Application.

C. Counsel to be Provided.

If any action or proceeding is brought against either party by reason of any Claim, the party responsible, upon notice from the other party, covenants to defend the other party at its expense with counsel reasonably satisfactory to the other party.

II. Duty to Inspect, Repair and Warn.

The parties agree that District makes no representations or warranties as to the repair or condition of the Premises which Permittee is entitled to use a permit issued by the District based upon the Application, and Permittee will use such Premises in an "as-is" condition. The parties further agree that it shall be Permittee's obligation to inspect and assure itself that the Premises are in a proper and safe condition to be used for the purpose anticipated by Permittee. It shall be Permittee's obligation and duty to notify District of any needed repairs, and to prevent injury to persons or property.

III. Responsibility for Theft or Damage.

Permittee shall be responsible for any loss, theft or damage to Permittee's equipment, supplies or materials or to equipment, supplies or materials of others brought onto or stored on the Premises in connection with Permittee's use of the Premises.

The Permittee shall be responsible for any damage to the Premises or other District real or personal property arising from Permittee's use, and shall promptly pay the District the cost for repair or replacement thereof as determined by the District.

IN WITNESS WHEREOF, the Permittee has executed this document on the

_____ day of _____ 20_____.

Signature: _____

Name (Authorized Representative): _____

Title: _____

Organization: _____

Address: _____

Phone No.: _____

Fax No.: _____

Cell Phone No.: _____

EXHIBIT "A"

"Hazardous Materials" includes, without limitation:

- (1) Those substances including within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, any Environmental Laws, Cal. Water Code Sections 13050(d) and 13050(p)(1), respectively or California Code of Civil Procedure Section 736(f)(3);
- (2) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];
- (3) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, county, or local laws or regulations; and
- (4) Any material, waste, or substance that is:
 - (i) A petroleum or refined petroleum product,
 - (ii) Asbestos,
 - (iii) Polychlorinated biphenyl,
 - (iv) Designated as a hazardous substance pursuant to 33 U.S.C. Sections 1321 or listed pursuant to 33 U.S.C. Section 1317,
 - (v) A flammable explosive,
 - (vi) A radioactive material,
 - (vii) Radon gas, lead, or
 - (viii) Cyanide.