

Date: 1/16/18

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1/16/18
[Signature]

BERKELEY UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES USE APPLICATION AND PERMIT

SCHOOL: King Middle School

FACILITIES REQUIRED: Baseball Field

NATURE OF USE: Baseball practices + games

NO. OF PEOPLE TO ATTEND: 20-40

DAY(S) OF WEEK: Sun -> Sat. DATE(S): 1/22/18 - 2/27/18 HOURS: Weekdays 6-7³⁰
Weekends 8-6⁰⁰

ORGANIZATION NAME: Albany Little League

TYPE OF PROGRAM OR EVENT: little league baseball program

WILL AN ADMISSION FEE BE CHARGED? YES NO

WILL CONTRIBUTIONS BE SOLICITED? YES NO

IF ADMISSION FEES OR CONTRIBUTIONS WILL BE COLLECTED, FOR WHAT PURPOSE?

PERSON IN CHARGE: Edward Kleinhaus

781 Vincente Berkeley 94707 (415) 860-5527 edwardkleinhaus@yahoo.com
STREET CITY ZIP CODE PHONE AND EMAIL

THE UNDERSIGNED AFFIRM(S) THE ABOVE STATEMENTS ARE CORRECT AND IN EXCHANGE FOR USE OF THE AFOREMENTIONED SCHOOL FACILITIES AGREE(S) AS FOLLOWS: (1) TO BE RESPONSIBLE FOR COMPLIANCE WITH STATE LAW; (2) TO BE RESPONSIBLE FOR COMPLIANCE WITH THE DISTRICT BOARD'S RULES, POLICIES, AND REGULATIONS REGARDING USE OF DISTRICT FACILITIES; (3) TO BE RESPONSIBLE FOR COMPLIANCE WITH ALL SITE-SPECIFIC RULES, POLICIES, AND REGULATIONS PROVIDED BY THE DISTRICT OR LOCAL SITE ADMINISTRATION. COMPLIANCE WITH DISTRICT AND LOCAL SITE RULES, POLICIES, AND REGULATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THOSE REGARDING: HEALTH, SAFETY, DRUGS, ALCOHOL, TOBACCO, CHEMICALS, EXPLOSIVES, WEAPONS, HAZARDOUS MATERIALS, FOOD SERVICES AND PREPARATION, SECURITY, SITE ACCESS AND USE.

THE UNDERSIGNED ACKNOWLEDGE(S) THAT THIS PERMIT IS CONDITIONED UPON FULL COMPLIANCE WITH ANY AND ALL STATE AND LOCAL LAWS, ORDINANCES, AND REGULATIONS, AS WELL AS BY ANY AND ALL DISTRICT

18-217

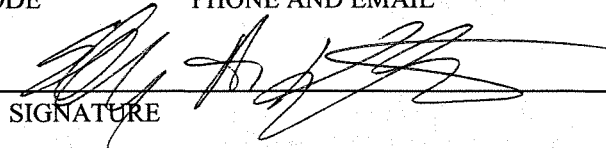
RULES, POLICIES, AND REGULATIONS AND LOCAL SITE RULES, POLICIES, AND REGULATIONS.

THE UNDERSIGNED ACKNOWLEDGE(S) HAVING RECEIVED, READ, AND BEING BOUND BY THE ATTACHED DISTRICT RULES FOR USE OF SCHOOL FACILITIES.

THE UNDERSIGNED ACKNOWLEDGE(S) THAT THE DISTRICT, OR LOCAL SITE REPRESENTATIVE, HAS THE SOLE DISCRETION TO DETERMINE WHETHER THERE IS COMPLIANCE WITH RULES, POLICIES, AND REGULATIONS REGARDING USE OF THE DISTRICT FACILITIES, OR LOCAL SITE FACILITIES, AND THAT NON-COMPLIANCE MAY RESULT IN IMMEDIATE TERMINATION OF THIS USE PERMIT WITHOUT LIABILITY TO THE DISTRICT.

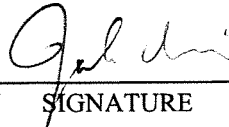
1. 781 Vincente Ave Berkeley 94707 9158605527 edwardkleinhaus@
STREET CITY ZIP CODE PHONE AND EMAIL yahoo.com

Edward Kleinhaus
PRINT NAME


SIGNATURE

2. 808 Coverstry Rd. Berkeley 94707 5105934831
STREET CITY ZIP CODE PHONE AND EMAIL

Jack Miller
PRINT NAME


SIGNATURE

PERMIT NUMBER: 18-217
DATE ISSUED: 1/23/18

SCHOOL FACILITIES USE APPLICATION AND PERMIT

(to be filled out by District)

NAME OF PERMITTEE: Albany little league

RESERVED FOR DATE AND HOURS SPECIFIED:

1/22/18-6/30/18
DATE(S)

Weekdays 8-7³⁰P
HOURS

Weekends 8am-6pm
subject to school use/holidays
and rain outs

FEE CHARGE OF: \$ _____

PERSONNEL

1. CUSTODIAN: _____
2. FOOD SERVICE PERSONNEL: _____
3. OTHER: _____

FACILITIES USED

1. KITCHEN (conditioned upon use of food service personnel): _____
2. CLASSROOM(S): _____
3. SPORTS FIELD: Baseball
4. GYMNASIUM: _____
5. MULTIPURPOSE: _____
6. OTHER (identify): _____

EQUIPMENT (permittee to verify with site if available)

1. SOUND EQUIPMENT: _____
2. KITCHEN EQUIPMENT (conditioned upon use of food service personnel): _____
3. CHAIRS/TABLES: _____
4. OTHER EQUIPMENT (identify): _____

PRELIMINARY APPROVAL BY DISTRICT FACILITIES DIRECTOR or BHS FACILITIES

By: Gregory Will

Placed in Mr. Gold box 1/17/18

RECEIVED
Berkeley Public Schools

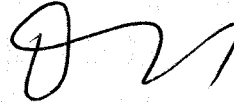
JAN 22 2018

CHECKLIST FOR SCHOOL FACILITIES USE APPLICATION

Berkeley Unified School District
Plant Operations

Applications for a permit to use District facilities must have the following items (#1-3) identified below attached to this Checklist to be processed. The rest of the items required (#4-7) will then be requested.

1/18/18



- 1. Signature of Principal or Site Manager of site requested.
- 2. Application form with signatures of two adult citizens, preferably two who are residing within District boundaries.
- 3. Fully executed Hold Harmless Agreement.
- 4. Certificate of Insurance evidencing a commercial general liability insurance policy as well as an endorsement naming the District and its officers, employees and agents as "Additional Insureds." Amount of coverage required:
 - Bodily Injury, personal injury, and Property Damage: \$1,000,000
- 5. Cashier's check or money order made payable to Berkeley Unified School District or cash in the amount of \$_____.
- 6. Preliminary approval of the application.
- 7. Other: _____

Please notify the District as soon as possible if your request is being withdrawn. Please note that the District has the sole discretion to terminate Facilities Use Permits and site use. Organizations or individuals who have previously had its use canceled or Permit terminated because of failure to comply with the terms of the Permit, or with District or school site policies or regulations, are not eligible to apply for use of District facilities.

Sincerely,

For BHS/Artificial Turf and MOELLERING FIELDS:
Please Return to Berkeley High School
ATTENTION: David Kirwin

For ALL OTHER RENTALS:
Please Return to 1707 RUSSELL STREET
ATTENTION: Loren Nakamura

BERKELEY UNIFIED SCHOOL DISTRICT
2020 Bonar Street
Berkeley, CA 94704

HOLD HARMLESS AGREEMENT

I. Indemnification.

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.

If any action or proceeding is brought against the District by reason of any Claim, the Permittee, upon notice from the District, covenants to defend the District 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 under 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.

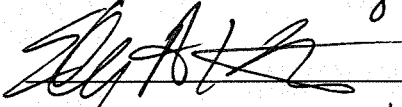
Permittee shall be responsible for any loss, theft or damage to Permittee's equipment, supplies or materials or to equipment, supplies or materials of others brought onto or stored on the Premises in connection with Permittee's use of the Premises.

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

16th day of January, 2018.

Signature: _____



Name (Authorized Representative): _____

Edward Kleinhaus

Title: _____

Board Member

Organization: _____

Albany Little League

Address: _____

P.O. Box 6003, Albany, CA 94706

Phone No.: _____

n/a email below

Fax No.: _____

n/a

Cell Phone No.: _____

415 860 5527

Email: _____

kidsgame@lmlnet