



**EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

For Internal Use Only:

Contact: \_\_\_\_\_

Group: \_\_\_\_\_

Date: \_\_\_\_\_

Loc: \_\_\_\_\_

Time: \_\_\_\_\_

**Facility Rental Request- Event Plan**

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Event Name: \_\_\_\_\_

Facility to Rent: \_\_\_\_\_

Contact Ph. #1: \_\_\_\_\_

Contact Ph. #2: \_\_\_\_\_

Best Time to Call: \_\_\_\_\_

Hosting Group: \_\_\_\_\_

Date 1st Choice: \_\_\_\_\_

Date 2nd Choice: \_\_\_\_\_

**Student Advisor of Group (MANDATORY)**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Est. Attendance : \_\_\_\_\_

(Participants and spectators if applicable)

**Time Requested:**

Set-up: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Event: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Take Down: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Please check either "Yes" or "No" to the following questions.

Charging Admission: Yes: \_\_\_\_\_ No: \_\_\_\_\_ How much: \_\_\_\_\_

Handling Cash at Event: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Amplified Sound: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Caterer: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Group Insurance: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Providing Food: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Selling Food: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Using BBQ: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Serving Alcohol: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Selling Alcohol: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Bringing in Vendors: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Advertising: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is this event sponsored: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is this a fundraiser: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Equipment Needed (#): Tables: \_\_\_\_\_ Chairs: \_\_\_\_\_

Who: \_\_\_\_\_

How: \_\_\_\_\_

By whom: \_\_\_\_\_

Benefiting: \_\_\_\_\_

Other Equipment Requested:

Notes:

**Please initial and date the following pages:**

**PAYMENTS**

- The balance of your space rental fee is due thirty (30) days prior to your event.
- Miscellaneous costs, such as additional time, lights, sound, etc. are due ten (10) days prior to your event.
- Any additional costs that arise will be due within two (2) days of your event
- A copy of your Special Event Liability Insurance (see INSURANCE section on page 2) is due no later than ten (10) days prior to your event.

Payments/checks should be made to UC REGENTS. Checks or cash only. No refunds of the space rental fees will be paid 25 days prior to an event, as your agreement to rent PHYSICAL EDUCATION on this date may cause the loss of additional bookings or business.

**CONDITIONS AND RESPONSIBILITIES OF RENTER**

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping PHYSICAL EDUCATION a well maintained and safe location for future use.

**DEPOSIT/RENTAL FEES**

A signed contract and date-hold deposit must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty (30) days prior to your event. Miscellaneous costs, such as such as additional time, lights, sound, etc. are due ten (10) days prior to your event. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Rental fees are as follows:

<u>Location</u>	<u>Daily Rate</u>	<u>Half Day Rate</u>
North pool Deck	\$1200	\$900
North Field	\$1000	\$750
Outdoor space next to NF	\$500	\$400
East Patio	\$500	\$400
Tennis Courts all 6 courts	\$1500	\$1100
220/228/234/237/251	\$500	\$400
230	\$1000	\$750
188/210	\$500	\$400

Contact/Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**INSURANCE**

Special Event Liability Insurance is required of ALL renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring PHYSICAL EDUCATION and UC REGENTS employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million. UC REGENTS shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol related accidents, as you are ultimately liable for the safety of your guests. Established Catering Services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to PHYSICAL EDUCATION, naming the UC REGENTS/ PHYSICAL EDUCATION as stated, and will be delivered at least one month prior to the event.

**LIABILITY**

Renter agrees to indemnify, defend, and hold PHYSICAL EDUCATION and UC REGENTS, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at PHYSICAL EDUCATION and UC REGENTS.

In the event PHYSICAL EDUCATION and UC REGENTS, its land lord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay PHYSICAL EDUCATION and UC REGENTS, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by PHYSICAL EDUCATION and UC REGENTS, including all collection expenses and interest due.

**CAPACITY**

**Gym Spaces:**

220: Dimensions: 85 X 50ft.	Net SF: 4250	Occupancy Limit: 210	Suggested Activity Capacity: 75
228: Dimensions: 60 X 38ft.	Net SF: 2280	Occupancy Limit: 140	Suggested Activity Capacity: 55
230: Dimensions: 85 X 50ft.	Net SF: 4250	Occupancy Limit: 210	Suggested Activity Capacity: 75
234: Dimensions: 80 X 38ft.	Net SF: 3040	Occupancy Limit: 152	Suggested Activity Capacity: 60
237: Dimensions: 85 X 50ft.	Net SF: 4250	Occupancy Limit: 210	Suggested Activity Capacity: 75
251: Dimensions: 75 X 30ft.	Net SF: 2250	Occupancy Limit: 114	Suggested Activity Capacity: 50

**Meeting/Conference Spaces:**

Contact/Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_

188: Dimensions: 38 X 24ft. Net SF: 912 Occupancy Limit: 50 Suggested Activity Capacity: 50

210:Dimensions: 35 X 21ft. Net SF: 735 Occupancy Limit: 45 Suggested Activity Capacity: 45

**Outdoor Spaces:**

North Field: Dimensions: 309 X 148ft. Net SF: 45500 Occupancy Limit: 450 Suggested Activity Capacity: 400

BBQ Picnic Area: Dimensions: 90 X 45ft. Net SF: 4050 Occupancy Limit: 225 Suggested Activity Capacity: 200

East Patio: Dimensions: 68 X 25ft. Net SF: 1700 Occupancy Limit: 75 Suggested Activity Capacity: 75

North Pool Deck: Dimensions: 140 X 90ft. Net SF: 7580 Occupancy Limit: 300 Suggested Activity Capacity: 300

Tennis Courts: 6 courts

For more info and photos of the spaces, please visit this link: [http://pe.berkeley.edu/facility\\_rentals.html](http://pe.berkeley.edu/facility_rentals.html)

**SITE DECORATION**

PHYSICAL EDUCATION wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renters to prepare decorations reflecting their creative requirements. We ask that only the staff of PHYSICAL EDUCATION rearrange and move any furnishings, including, but not limited to, artwork, lamps, mirrors, or seating. No nails, screws, staples or penetrating items are to be used on our walls or floors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

**CONDUCT**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of PHYSICAL EDUCATION or UC REGENTS staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made.

**LIVE MUSIC/DJs/NOISE**

PHYSICAL EDUCATION encourages music and lots of dancing! However please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, PHYSICAL EDUCATION'S onsite manager has full authority to as the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at PHYSICAL EDUCATION and UC REGENTS discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

Loud music must end by 10 p.m. for outdoor spaces and 12 a.m. for indoor spaces. Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

Contact/Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_

13.40.030 General noise regulations.

A. Notwithstanding any other provisions of this chapter, and in addition thereto, it shall be unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace and quiet of any neighborhood or which causes any discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. Noncommercial nonamplified public speaking and public assembly activities conducted on any public space or public right-of-way shall be exempt from the operation of this section.

B. Any violation of this chapter may be charged as either a misdemeanor or an infraction as set forth in Chapter 1.20. The violation of any of the provisions of this chapter is declared to be a public nuisance and may also be abated as provided in Sections 11.40.010 through 11.44.030 of the Berkeley Municipal Code.

**CANCELLATION**

Date-Hold Deposit is Non-Refundable

From 25 days prior to event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED.

**LOAD-IN/LOAD-OUT AND STORAGE**

All load-ins and load-outs must take place within the designated time frame given by PHYSICAL EDUCATION. If there is an event prior to yours a timed delivery will be required. PHYSICAL EDUCATION is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load out times. This also applies to items left post event for shipment courier. Note: It is not the responsibility of PHYSICAL EDUCATION to ensure that pick-ups are scheduled and executed.

**CLEANING, TRASH AND EQUIPMENT REMOVAL**

PHYSICAL EDUCATION will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

PHYSICAL EDUCATION and UC REGENTS encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions.

PHYSICAL EDUCATION proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the renter or the caterer.

All rental equipment must be removed immediately following your event. Our elevator located next the north entrance is available for use.

**CITY, COUNTY, STATE AND FEDERAL LAWS**

Contact/Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. PHYSICAL EDUCATION reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of PHYSICAL EDUCATION or the safety of its staff, guests, or building contents.

#### ENTRY AND EXIT

Renter agrees that PHYSICAL EDUCATION and UC REGENTS staff may enter and exit premises during the course of the event. A representative of PHYSICAL EDUCATION will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

#### LOST AND FOUND

PHYSICAL EDUCATION and UC REGENTS take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

#### PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should PHYSICAL EDUCATION or UC REGENTS be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

A representative of PHYSICAL EDUCATION and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

Contact/Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_