

**University of California, Berkeley
Berkeley, California**

**FACILITIES RENTAL
AGREEMENT**

THIS LEASE AGREEMENT is entered into between Department of Physics, University of California at Berkeley (hereinafter referred to as "DPUCB") and _____ (hereinafter referred to as "LESSEE") under the following terms:

1. For and in consideration of the rents and charges hereinafter provided, and the mutual agreements, contained herein, and subject to the terms and the conditions hereinafter stated, DPUCB hereby leases to the LESSEE and the LESSEE hereby leases from DPUCB the following room in LeConte Hall at the main campus of University of California, Berkeley, California.

2. TERM- The term of the lease is the following day or days and the period during each day as shown

Lease Period: _____

Days: _____ from _____ am/pm to _____ am/pm.

3. USE - The LESSEE shall have the right to occupy and use said FACILITY for the following purposes and no other:

4. RENT - The LESSEE agrees to pay DPUCB as rent for said space a fixed rental fee for the leased time period.

<i>Room No.</i>	<i>Capacity</i>	<i>Full Day (4+ hr)</i>	<i>Half Day (4 hr)</i>
111	39	\$150	\$85
245	37	\$140	\$80
215	40	\$155	\$90
221	30	\$120	\$70
225	24	\$95	\$60
251	78	\$200	\$110

5. DEPOSIT – No advance deposit required. DPUCB reserves the right to require a deposit for future reservations, on a case by case basis.

6. ADDITIONAL COSTS - The aforementioned rental payment does not include any costs other than rental costs. LESSEE may also incur additional costs, including but not limited to, costs associated with police, parking, setup, etc. The number and identity of persons to be used in these capacities shall be approved by the management of the FACILITY. All event operating expenses shall be the responsibility of the LESSEE.

7. SPECIAL EXPENSES -The aforementioned rental payment also does not include costs for equipment, audio services, video services or audio/video technician services. All event special expenses shall be the responsibility of the LESSEE.

8. ADDITIONAL COSTS - Additional costs may be charged for damages to the facilities or grounds or for additional services provided which exceeded the estimated costs. Such additional costs shall be due and payable within ten (10) days following the date of the event.

9. INGRESS/EGRESS - All portions of the hallways, doors ways, vestibules, and all ways of access to public utilities and other areas of the FACILITY shall be kept unobstructed by the LESSEE and shall not be used for any purpose other than ingress or egress to and from the premises by the LESSEE.

10. CONCESSIONS AND VENDING – No vending permitted. No exceptions.

11. TAXES - DPUCB shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the LESSEE. The LESSEE shall be responsible and required to pay to the DPUCB an amount sufficient to discharge all taxes which may arise from or in connection with the LESSEE's use of the premises upon demand.

12. SECURITY - DPUCB assumes no responsibility whatsoever for any property placed in said premises, and DPUCB is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of said premises under this rental agreement.

13. ABANDONED PROPERTY - Unless special arrangements have been made between DPUCB and LESSEE any property left in or on the premises by the LESSEE shall, two (2) days after the event, be deemed abandoned and become property of DPUCB to be disposed of or utilized at DPUCB 's discretion.

14. MANAGEMENT RIGHTS - It is understood and agreed that DPUCB hereby reserves the right to control and manage the FACILITY and to enforce all necessary and proper rules for the management and operation of the same. The management of the FACILITY and university employees shall have free access at all times to all space occupied by the LESSEE.

15. DAMAGE - The LESSEE shall be liable for all damage to buildings, furniture, and equipment incident to the LESSEE's use of said premises. If management chooses, the parties will conduct a joint walk-through of the FACILITY within forty-eight (48) hours after the event to assess any damage. LESSEE agrees to pay for all damage to the FACILITY and to DPUCB 's property at the site (other than normal wear and tear). LESSEE agrees to install suitable protective coverings for any playing surface subject to the approval of the Management of the FACILITY.

16. MODIFICATIONS - The LESSEE shall make no temporary or permanent modifications to the FACILITY without the express written permission of DPUCB.

17. LOSS OF FACILITY - The LESSEE hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system leading to or on the demise premises. In the event the FACILITY or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of the Management of the FACILITY renders the fulfillment of this rental agreement by the DPUCB impossible, the LESSEE hereby expressly releases and discharges DPUCB and its agents from any and all demands, claims, actions and causes of actions arising out of any of the causes aforesaid.

18. INDEMNIFICATION - LESSEE shall indemnify and hold DPUCB, its governing board, officers and employees harmless from and against all claims, liability, loss and expense including reasonable costs, collection expenses and attorney's fees incurred, from and claim, suit or proceeding arising out of the use of the FACILITY or the subject matter of this Agreement. This clause shall survive the termination of this Agreement.

19. SAFETY COMPLIANCE - The LESSEE shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period.

20. SECURITY OF PAYMENT - All rents, charges and other sums herein provided to be paid whether due or not shall be and constitute a first lien on all property of the LESSEE in or upon the demised premises at the time of any default of the LESSEE hereunder, and the LESSEE hereby mortgages and pledges said property of LESSEE for the purpose of securing the payment of all rents, charges and other sums herein provided to be paid. In the event of such default DPUCB may take possession of any and all of said property and hold the same until such default has been remedied, and if not remedied or satisfied within ten (10) days of such default DPUCB may advertised said property or properties for sale and upon such sale shall apply the proceeds therefrom to the satisfaction of any amounts due DPUCB and shall pay to the LESSEE any sums remaining therefrom, if there be any. This remedy is not exclusive and DPUCB may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining of the above mentioned rents, charges and other sum.

21. MISCELLANEOUS - All matters not authorized expressly by the terms of this contract or its attachments shall be reserved to the discretion of DPUCB. The LESSEE shall be subject to the terms and conditions of the DPUCB *FACILITIES/GROUNDS RENTAL POLICY*.

22. SUCCESSORS AND ASSIGNS - This rental agreement and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.

23. CANCELLATION OR POSTPONEMENT OF CONTRACT - LESSEE agrees that cancellation or postponement of the event or activities for which the FACILITY is being rented, unless permitted by DPUCB, in writing, may be considered by DPUCB as breach of the original Agreement of rental and all costs, advances, fees, charges and rents appertaining to such events or activities shall be due upon demand by DPUCB from the LESSEE.

24. EQUAL ACCESS - If the use of the leased premises herein is open to any non members, then no one shall be denied the equal privileges and enjoyment of having free and open access to the said leased facility on basis of race, color, religion, disability, veteran status, gender or national origin.

25. SETTLEMENT - All amounts due DPUCB under this Agreement are due and payable prior to the scheduled event.

26. SECURITY - All security and law enforcement shall be provided by University of California Public Safety Department.

27. OTHER PROVISIONS

A. This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements.

B. This contract may be amended only by written amendments duly executed by DPUCB and LESSEE.

C. It is agreed between the parties hereto that the place of this contract, its forum, shall be Alameda County, California, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

IN WITNESS WHEREOF, the parties hereby execute this Agreement though the undersigned duly authorized representatives, this the ___ day of _____, 201__.

DPUCB

LESSEE

Signature

Signature

Printed Name

Printed Name