

Permit

Richmond Recreation Complex
 3230 Macdonald Avenue
 Richmond, CA 94804
 PHONE: (510) 620-6793
 FAX: (510) 620-6583
 EMAIL: CSDregistration@ci.richmond.ca.us



Permit # R2789

Status: Approved

Date of Issue: Sep 16, 2024 3:18 PM

Organization Name	West Contra Costa Unified School District - 910	Organization Phone 1 Number	(510) 231-1100
Customer Type Organization	WCCUSD GROUP 1108 Bissell Avenue Richmond, CA 94801	Organization Phone 2 Number	(510) 369-9040
Agent Name	Chris Hurst Dr.	Work Phone Number	(510) 231-1100
		Cell Phone Number	(510) 369-9040
		Email Address	chris.hurst@wccusd.net
System User	Marisella C.		

Rental Fee	\$153,121.00
Discounts	-\$153,121.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

R2789 - WCCUSD / Stege Elementary MOU use

5 resource(s) 630 booking(s) Subtotal: \$0.00

Event Notes:

Sept 2024 - Dec 2024

Monday through Friday, 8:00 am - 8:45 am and 12:00 pm - 6:00 pm during the period from August 19, 2024, to June 18, 2025.

- Multipurpose Room #1: up to 20 students
- Multipurpose Room #2: up to 40 students
- Computer Lab: up to 10 students
- Gym: up to 40 students
- Kitchen access: supper/snack cold storage

Booking Summary

BTACC Computer Lab (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 16, 2024 8:00 AM	Fri, Dec 20, 2024 8:45 AM	--	\$0.00
<i>Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 8:00 AM to 8:45 AM.</i>			
Mon, Sep 16, 2024 12:00 PM	Fri, Dec 20, 2024 6:00 PM	--	\$0.00
<i>Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 12:00 PM to 6:00 PM.</i>			

Facility Notes

No fees associated; solely reservation space

BTACC Gym (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 16, 2024 8:00 AM	Fri, Dec 20, 2024 8:45 AM	--	\$0.00

Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 8:00 AM to 8:45 AM.

Exception:

- Mon, Oct 14, 2024,*
- Mon, Nov 11, 2024,*
- Mon, Nov 25, 2024,*
- Tue, Nov 26, 2024,*
- Wed, Nov 27, 2024,*
- Thu, Nov 28, 2024,*
- Fri, Nov 29, 2024*

Mon, Sep 16, 2024 12:00 PM	Fri, Dec 20, 2024 6:00 PM	--	\$0.00
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- Wed, Nov 27, 2024,*
- Thu, Nov 28, 2024,*
- Fri, Nov 29, 2024*

BTACC Kitchen (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 16, 2024 8:00 AM	Fri, Dec 20, 2024 8:45 AM	--	\$0.00

Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 8:00 AM to 8:45 AM.

Mon, Sep 16, 2024 12:00 PM	Fri, Dec 20, 2024 6:00 PM	--	\$0.00
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Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 12:00 PM to 6:00 PM.

Facility Notes

No fees associated; solely reservation space.

Adjacent to Fitness Room.

BTACC Multi Purpose Room 1 (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 16, 2024 8:00 AM	Fri, Dec 20, 2024 8:45 AM	--	\$0.00

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- Tue, Dec 24, 2024,*
- Wed, Dec 25, 2024,*
- Thu, Dec 26, 2024,*
- Fri, Dec 27, 2024,*
- Mon, Dec 30, 2024,*
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Wed, Dec 25, 2024,
Thu, Dec 26, 2024,
Fri, Dec 27, 2024,
Mon, Dec 30, 2024,
Tue, Dec 31, 2024

Facility Notes

Art Room/Library adjacent

BTACC Multi Purpose Room 2 (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 16, 2024 8:00 AM	Fri, Dec 20, 2024 8:45 AM	--	\$0.00
<i>Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 8:00 AM to 8:45 AM.</i>			
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<i>Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 09/16/2024 until 12/20/2024 from 12:00 PM to 6:00 PM.</i>			
Resource level fees			\$0.00

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
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1. Contract	Sep 16, 2024		Waiver Signed
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THIS RENTAL AGREEMENT is by and between City of Richmond, Community Services Department, a municipal corporation ("City") and Permit Holder ("Renter"), who agrees as follows:

1. Premises and Purpose of Use

(a) City rents to Renter and Renter may use the facilities listed within this Permit.

(b) The Premises shall be used for the type of function indicated within this Permit.

(c) The official title of the function is as indicated within this Permit.

Renter agrees that they will use due diligence to require all persons entering upon the Premises not to use the Premises in whole or in part during the term of this rental agreement for any purpose other than as, indicated on the Permit, except with prior written consent of the City. If any dispute arises as to whether any activity falls within the use of the Premises as described, in the Permit, City's determination shall be final.

(d) The attendance shall not exceed the maximum posted facility limit, or the expected attendance, whichever is less.

2. Term

(a) City rents and Renter may use the Premises as indicated within this Permit.

(b) The list of facility, date(s) rented, and time(s) of permitted use are as indicated on the Permit inclusive of set-up and clean up.

3. Conditions of Use

Acceptance of Premises- Renters taking possession of the Premises on commencement of the term shall constitute Renter's acknowledgement that the Premises are acceptable and in good condition.

(a) Subject to City's written approval and noted in item 4 below, the portion of the Premises "kitchen" may be occupied by a concession selected by the Renter during the use of the Premises.

(b) Renter shall, throughout the term of this Rental Agreement, maintain the Premises in good, safe, and sanitary conditions and keep the Premises in good repair.

(c) Renter shall not commit, suffer or permit any nuisance in or about said Premises.

(d) Renter agrees that they will obey and observe and that they will require all persons entering upon said Premises to observe and obey all terms of this Rental Agreement and all municipal, state and federal laws. Renter shall be responsible for paying any fines or charges which may be levied by any governmental agency for violation of law, order, requirement, regulation, rule and ordinance arising out of use of the Premises by Renter or their agents.

(e) Security Guards. Renters will provide security guards or police protection for each day of use of the Premises which is sufficient to protect life and property, and to ensure proper respectable use of the Premises and its surroundings as follows:

Under 50 persons - one guard; 50-100 persons - two guards; 100-200 persons - three guards; Over 200 persons - four or more guards. City may increase or decrease the number of guards required if, in the opinion of the manager, a greater or lesser number is necessary to achieve the above described protection.

(f) Alcohol may not be served in any public space, except for the Richmond Auditorium. Please follow all posted parking regulations. Place all trash in trash cans. Clean up liquid spills promptly. Leave the facility in a neat and orderly condition. Report any damaged or malfunctioning equipment to attendant.

(g) Tenant agrees not to exceed the posted maximum occupancy for the space rented. Tenant agrees: to pay for additional time to set-up in preparation of event including charges for a personnel attendant or a security guard; to pay the basic rental fees- facility rate for time use based on an hourly fee; for personnel attendants or security guards based on the number of attendees as well as janitorial supply expenses for cleaning and preparation for rental, and toiletries. Tenant also agrees to pay for other requested item as set in the Facility Fee Schedule. Facility must be left in a clean condition or in same condition as when first occupied; property owner does not supply cleaning materials/supplies to tenants. For Community Center users-Tenant agrees to fold up chairs and tables after event.

4. Other Covenants and Conditions

The following covenants or conditions are required of the City at Renter's expense to be paid prior to rental:
Rental Fees listed within this Permit.

5. Rental Payment Provisions

(a) **Security Deposit.** Renter shall deposit with City the sum listed under "DEPOSITS" within this Permit, upon execution of this Rental Agreement, as Security and Damage Deposit for the performance by Renter of the provisions of this Rental Agreement. If Renter is in Default, City can use the Security and Damage Deposit, or any portion of it, to cure the default or to compensate City for all damage sustained by City resulting from Renter's default. If Renter is not in default at the termination of the Rental Agreement, City shall return Deposit to Renter. City's obligations with respect to the Deposit are those of a debtor and not a trustee. City can maintain the Deposit separate and apart from City's general funds or can commingle the Deposit with City's general or other funds. City shall not be required to pay Renter interest on the Deposit. Rental agreement will remain TENTATIVE and subject to immediate termination by City until Deposit is received.

Rental Reservation Fee (SECURITY DEPOSIT).

The City further acknowledges receipt of the Reservation Deposit to assure Renter's access/use of the Premises. If the Renter does not pay the balance of the Rental Fee, if any, due on or before the date indicated on the Permit, the City's Recreation Department may immediately cancel this Rental Agreement and retain Renter's Reservation Deposit and any portion of the Rental Fee paid by the Renter. However, Renter(s) may cancel the reservation by notifying the City's Recreation Department in writing.

CANCELLATIONS

Deposits and Rental Fees may be refunded if an event is cancelled based upon the following days and cancellation deadlines.

- 31 Days or more prior to the event –100%
- 30 days or less – No refunds will apply.

Return of any deposit by City to Renter will take a minimum of four weeks after last date of rental.

(b) **Rental Payments.** Renter shall pay to City as rental, without deduction, setoff, prior notice or demand, the sum listed under "CHARGES" given, on the Permit at least thirty (30) days prior to the first day of use of the Premises. Failure to make the payment(s) as required herein rescinds this Agreement.

(c) **Rental Fee Adjustments.** If Renter is qualified under City adopted provisions for a fee adjustment, then the fee adjustment applied to this Facility Agreement is stated in the Permit and rental fees have been adjusted accordingly. If the line is blank, then no adjustment has been applied to Rental.

(d) **Payment Schedule.** Balance of rental due and payable immediately.

6. Signs

Renter agrees that no signs or placards of an advertising or promotional nature shall be painted, inscribed or placed in or on the Premises or on any building or structure located thereon without the prior written consent of the City which consent will not be withheld unreasonably. Renter agrees to remove promptly and to the satisfaction of the City, at the cost and expense of Renter, upon the expiration of the term or the earlier termination of this Rental Agreement, any and all signs and placards placed by it upon the Premises.

7. Indemnification

Renter shall indemnify and save City, its agents, officers and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or causes of action except with regard to the negligent acts or omissions of the City of Richmond arising during, or from, the term of this Rental Agreement out of any personal injury, bodily injury, loss of life or damage to the property, violation of any federal, state or municipal law or ordinance or other cause in connection with the use of the Premises by Renter, its employees and agents under this Rental Agreement of the Premises including all costs, counsel fees expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about such claim, the investigation thereof or the defense of any action or proceedings brought thereon and from against any orders, judgments, or decrees which may be entered therein. Approval of insurance coverage does not relieve Renter of liability under this Indemnification Clause

8. Insurance

(a) **Worker's Compensation.** Renter, at its own cost, shall carry and maintain statutory Worker's Compensation Insurance and Employers' Liability Insurance for death or injury to employees to the extent required by law, with limits not less than one million dollars (\$1,000,000.00) with an insurance carrier satisfactory to City at all times during the term of this Rental Agreement, or any extension thereof. Policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least ten (10) days after receipt of such notice by City. In the event Renter is self-insured, it shall furnish Certificate of Permission to self-insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California.

(b) **Liability and Property Damage.** Renter at its own cost shall maintain comprehensive liability and property damage insurance for the period of this Rental Agreement or any extension in the amount of one million dollars (\$1,000,000.00) per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property resulting from the use of the Premises contemplated under this Rental Agreement, use of owned and non-owned automobiles, products and completed operations. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to City's Counsel and shall provide that notice must be given to City at least thirty (30) days prior to cancellation or material change.

The following endorsements shall be attached to the policy: (1) Policy shall cover on an occurrence basis. (2) Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. (3) Policy must cover contractual liability by amending definition of "incidental contract" to include any written contract. (4) City of Richmond, its officers and employees shall be named as additional insured, and the policy shall stipulate that no other insurance affected by City will be called upon to contribute to a loss suffered by Renter hereunder. (5)

Liability policy shall provide Bailee's coverage on property in Renter's care, custody, and control.

9. No Duty to Guard Goods

City shall have no liability for any loss or damage to the goods, property and equipment of Renter or third persons, in connection with or remaining upon the Premises irrespective of the source of such loss or damage.

10. Sub Rental Agreement and Assignment

Renter shall not voluntarily assign or encumber its interest in this Rental Agreement or in the Premises, or Sub Rental Agreement all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining City's written consent.

11. Events of Default

If Renter defaults in the performance of any of the covenants, conditions, or agreements contained in this Rental Agreement, then Renter shall be deemed to have breached the Rental Agreement and City may rescind or terminate this Rental Agreement immediately by giving notice to the other party.

12. Inspection of Premises

The City may access the Premises at any and all reasonable times on and during the day of operation for the purpose of determining whether or not the Renter is complying with the conditions hereof or for any other purpose incidental to the rights of the City.

13. Nondiscrimination

Renter herein covenants by and for itself, its agents, employees and officers and all persons claiming under or through it that this Rental Agreement is made and accepted upon subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, sex, national origin, or in ancestry, in the renting,

sub-renting, contracting, subcontracting, transferring, use, occupancy, tenure, or enjoyment of the Premises herein Rental Agreement and assigned; nor shall Renter itself, nor any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of renters, lessees, sub lessees, sub renters, users or vendors in the Premises herein Rental Agreement and assigned.

14. Waiver - No delay or omission in the exercise of any right or remedy of City on any default by Renter shall impair such a right or remedy or be construed as a waiver.

15. Other - The City may impose Non-Refundable extra fees as follows: Application Processing Fee; Late Set-up/Changes Fee; and Rental Cancellation/Date Change Fee.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement and Park Use Permit as of the date printed on the Permit. Renter and City hereby specifically agree to be bound by the provisions in the Facility Rental Agreement and Park User Permit. Renter further acknowledges by execution of this Agreement, that Renter has read and is familiar with and agrees to the provisions in the Facility Use Agreement and Park Use Permit.

Signature _____

X: _____

X: _____

Date: _____

Date: _____

Richmond Recreation Complex

Mailing Address: 3230 Macdonald Avenue, Richmond, CA
94804
Phone Number: (510) 620-6793
Fax Number: (510) 620-6583
Email Address: CSDregistration@ci.richmond.ca.us

West Contra Costa Unified School District

Customer Type: WCCUSD GROUP
Customer ID: 47915
Mailing Address: 1108 Bissell Avenue, Richmond, CA
94801
Organization Phone 1 Number: (510) 231-1100
Organization Phone 2 Number: (510) 369-9040
Authorized Agent Name: Chris Hurst Dr.
Work Phone Number: (510) 231-1100
Cell Phone Number: (510) 369-9040
Email Address: chris.hurst@wccusd.net

Permit

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 3230 Macdonald Avenue
 Richmond, CA 94804
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 EMAIL: CSDregistration@ci.richmond.ca.us



Permit # R2790

Status: Approved
 Date of Issue: Sep 16, 2024 3:56 PM

Organization Name	West Contra Costa Unified School District - 910	Organization Phone 1 Number	(510) 231-1100
Customer Type Organization	WCCUSD GROUP 1108 Bissell Avenue Richmond, CA 94801	Organization Phone 2 Number	(510) 369-9040
Agent Name	Chris Hurst Dr.	Work Phone Number	(510) 231-1100
		Cell Phone Number	(510) 369-9040
		Email Address	chris.hurst@wccusd.net
System User	Marisella C.		

Rental Fee	\$238,140.00
Discounts	-\$238,140.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

R2790 - WCCUSD / Stege Elementary MOU use

3 resource(s) 588 booking(s) Subtotal: \$0.00

Event Notes:

Jan 2025 - June 2025

Monday through Friday, 8:00 am - 8:45 am and 12:00 pm - 6:00 pm during the period from August 19, 2024, to June 18, 2025.

- Multipurpose Room #1: up to 20 students
- Multipurpose Room #2: up to 40 students
- Gym: up to 40 students

Booking Summary

BTACC Gym (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Jan 6, 2025 8:00 AM	Wed, Jun 11, 2025 8:45 AM	--	\$0.00

Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 01/06/2025 until 06/11/2025 from 8:00 AM to 8:45 AM.

Exception:
 Mon, Jan 20, 2025,
 Mon, Feb 17, 2025,
 Tue, Feb 18, 2025,
 Wed, Feb 19, 2025,
 Thu, Feb 20, 2025,
 Fri, Feb 21, 2025,
 Fri, Mar 28, 2025,
 Mon, Mar 31, 2025,
 Mon, Apr 7, 2025,
 Tue, Apr 8, 2025,
 Wed, Apr 9, 2025,
 Thu, Apr 10, 2025,
 Fri, Apr 11, 2025,
 Fri, May 23, 2025,
 Mon, May 26, 2025

Mon, Jan 6, 2025 12:00 PM	Wed, Jun 11, 2025 6:00 PM	--	\$0.00
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 Mon, Mar 31, 2025,
 Mon, Apr 7, 2025,
 Tue, Apr 8, 2025,
 Wed, Apr 9, 2025,
 Thu, Apr 10, 2025,
 Fri, Apr 11, 2025,
 Fri, May 23, 2025,
 Mon, May 26, 2025

BTACC Multi Purpose Room 1 (Meeting)	Center: Booker T. Anderson Community Center
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START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Jan 6, 2025 8:00 AM	Wed, Jun 11, 2025 8:45 AM	--	\$0.00

Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 01/06/2025 until 06/11/2025 from 8:00 AM to 8:45 AM.

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Facility Notes

Art Room/Library adjacent

BTACC Multi Purpose Room 2 (Meeting)	Center: Booker T. Anderson Community Center
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START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Jan 6, 2025 8:00 AM	Wed, Jun 11, 2025 8:45 AM	--	\$0.00

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Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
-------------	----------	-----	----------------

1. Contract	Jan 6, 2025		Waiver Signed
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THIS RENTAL AGREEMENT is by and between City of Richmond, Community Services Department, a municipal corporation ("City") and Permit Holder ("Renter"), who agrees as follows:

1. Premises and Purpose of Use
 - (a) City rents to Renter and Renter may use the facilities listed within this Permit.
 - (b) The Premises shall be used for the type of function indicated within this Permit.

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(a) Subject to City's written approval and noted in item 4 below, the portion of the Premises "kitchen" may be occupied by a concession selected by the Renter during the use of the Premises.

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(g) Tenant agrees not to exceed the posted maximum occupancy for the space rented. Tenant agrees: to pay for additional time to set-up in preparation of event including charges for a personnel attendant or a security guard; to pay the basic rental fees- facility rate for time use based on an hourly fee; for personnel attendants or security guards based on the number of attendees as well as janitorial supply expenses for cleaning and preparation for rental, and toiletries. Tenant also agrees to pay for other requested item as set in the Facility Fee Schedule. Facility must be left in a clean condition or in same condition as when first occupied; property owner does not supply cleaning materials/supplies to tenants. For Community Center users-Tenant agrees to fold up chairs and tables after event.

4. Other Covenants and Conditions

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CANCELLATIONS

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• 30 days or less – No refunds will apply.

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7. Indemnification

Renter shall indemnify and save City, its agents, officers and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or causes of action except with regard to the negligent acts or omissions of the City of Richmond arising during, or from, the term of this Rental Agreement out of any personal injury, bodily injury, loss of life or damage to the property, violation of any federal, state or municipal law or ordinance or other cause in connection with the use of the Premises by Renter, its employees and agents under this Rental Agreement of the Premises including all costs, counsel fees expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about such claim, the investigation thereof or the defense of any action or proceedings brought thereon and from against any orders, judgments, or decrees which may be entered therein. Approval of insurance coverage does not relieve Renter of liability under this Indemnification Clause

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(a) Worker's Compensation. Renter, at its own cost, shall carry and maintain statutory Worker's Compensation Insurance and Employers' Liability Insurance for death or injury to employees to the extent required by law, with limits not less than one million dollars (\$1,000,000.00) with an insurance carrier satisfactory to City at all times during the term of this Rental Agreement, or any extension thereof. Policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least ten (10) days after receipt of such notice by City. In the event Renter is self-insured, it shall furnish Certificate of Permission to self-insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California.

(b) Liability and Property Damage. Renter at its own cost shall maintain comprehensive liability and property damage insurance for the period of this Rental Agreement or

any extension in the amount of one million dollars (\$1,000,000.00) per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property resulting from the use of the Premises contemplated under this Rental Agreement, use of owned and non-owned automobiles, products and completed operations. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to City's Counsel and shall provide that notice must be given to City at least thirty (30) days prior to cancellation or material change.

The following endorsements shall be attached to the policy: (1) Policy shall cover on an occurrence basis. (2) Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. (3) Policy must cover contractual liability by amending definition of "incidental contract" to include any written contract. (4) City of Richmond, its officers and employees shall be named as additional insured, and the policy shall stipulate that no other insurance affected by City will be called upon to contribute to a loss suffered by Renter hereunder. (5) Liability policy shall provide Bailee's coverage on property in Renter's care, custody, and control.

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Renter shall not voluntarily assign or encumber its interest in this Rental Agreement or in the Premises, or Sub Rental Agreement all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining City's written consent.

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If Renter defaults in the performance of any of the covenants, conditions, or agreements contained in this Rental Agreement, then Renter shall be deemed to have breached the Rental Agreement and City may rescind or terminate this Rental Agreement immediately by giving notice to the other party.

12. Inspection of Premises

The City may access the Premises at any and all reasonable times on and during the day of operation for the purpose of determining whether or not the Renter is complying with the conditions hereof or for any other purpose incidental to the rights of the City.

13. Nondiscrimination

Renter herein covenants by and for itself, its agents, employees and officers and all persons claiming under or through it that this Rental Agreement is made and accepted upon subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, sex, national origin, or in ancestry, in the renting, sub-renting, contracting, subcontracting, transferring, use, occupancy, tenure, or enjoyment of the Premises herein Rental Agreement and assigned; nor shall Renter itself, nor any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of renters, lessees, sub lessees, sub renters, users or vendors in the Premises herein Rental Agreement and assigned.

14. Waiver - No delay or omission in the exercise of any right or remedy of City on any default by Renter shall impair such a right or remedy or be construed as a waiver.

15. Other - The City may impose Non-Refundable extra fees as follows: Application Processing Fee; Late Set-up/Changes Fee; and Rental Cancellation/Date Change Fee.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement and Park Use Permit as of the date printed on the Permit. Renter and City hereby specifically agree to be bound by the provisions in the Facility Rental Agreement and Park User Permit. Renter further acknowledges by execution of this Agreement, that Renter has read and is familiar with and agrees to the provisions in the Facility Use Agreement and Park Use Permit.

Signature _____

X: _____

X: _____

Date: _____

Date: _____

Richmond Recreation Complex

Mailing Address: 3230 Macdonald Avenue, Richmond, CA 94804

Phone Number: (510) 620-6793

Fax Number: (510) 620-6583

Email Address: CSDregistration@ci.richmond.ca.us

West Contra Costa Unified School District

Customer Type: WCCUSD GROUP

Customer ID: 47915

Mailing Address: 1108 Bissell Avenue, Richmond, CA 94801

Organization Phone 1 Number: (510) 231-1100

Organization Phone 2 Number: (510) 369-9040

Authorized Agent Name: Chris Hurst Dr.

Work Phone Number: (510) 231-1100

Cell Phone Number: (510) 369-9040

Email Address: chris.hurst@wccusd.net

Permit

Richmond Recreation Complex
 3230 Macdonald Avenue
 Richmond, CA 94804
 PHONE: (510) 620-6793
 FAX: (510) 620-6583
 EMAIL: CSDregistration@ci.richmond.ca.us



Permit # R2791

Status: Approved
 Date of Issue: Sep 16, 2024 4:06 PM

Organization Name	West Contra Costa Unified School District - 910	Organization Phone 1 Number	(510) 231-1100
Customer Type Organization	WCCUSD GROUP 1108 Bissell Avenue Richmond, CA 94801	Organization Phone 2 Number	(510) 369-9040
Agent Name	Chris Hurst Dr.	Work Phone Number	(510) 231-1100
		Cell Phone Number	(510) 369-9040
		Email Address	chris.hurst@wccusd.net
System User	Marisella C.		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

R2791 - WCCUSD / Stege Elementary MOU use

2 resource(s) 392 booking(s) Subtotal: \$0.00

Event Notes:

Jan 2025 - June 2025

Monday through Friday, 8:00 am - 8:45 am and 12:00 pm - 6:00 pm during the period from August 19, 2024, to June 18, 2025.

- Computer Lab: up to 10 students
- Kitchen access: supper/snack cold storage

Booking Summary

BTACC Computer Lab (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Jan 6, 2025 8:00 AM	Wed, Jun 11, 2025 8:45 AM	--	\$0.00

Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 01/06/2025 until 06/11/2025 from 8:00 AM to 8:45 AM.

Mon, Jan 6, 2025 12:00 PM	Wed, Jun 11, 2025 6:00 PM	--	\$0.00
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Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 01/06/2025 until 06/11/2025 from 12:00 PM to 6:00 PM.

Facility Notes

No fees associated; solely reservation space

BTACC Kitchen (Meeting)

Center: Booker T. Anderson Community Center

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Jan 6, 2025 8:00 AM	Wed, Jun 11, 2025 8:45 AM	--	\$0.00
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<i>Occurs every Monday, Tuesday, Wednesday, Thursday and Friday effective 01/06/2025 until 06/11/2025 from 12:00 PM to 6:00 PM.</i>			
Facility Notes			
No fees associated; solely reservation space.			
Adjacent to Fitness Room.			

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
1. Contract	Jan 6, 2025		Waiver Signed

THIS RENTAL AGREEMENT is by and between City of Richmond, Community Services Department, a municipal corporation ("City") and Permit Holder ("Renter"), who agrees as follows:

1. Premises and Purpose of Use

(a) City rents to Renter and Renter may use the facilities listed within this Permit.

(b) The Premises shall be used for the type of function indicated within this Permit.

(c) The official title of the function is as indicated within this Permit.

Renter agrees that they will use due diligence to require all persons entering upon the Premises not to use the Premises in whole or in part during the term of this rental agreement for any purpose other than as, indicated on the Permit, except with prior written consent of the City. If any dispute arises as to whether any activity falls within the use of the Premises as described, in the Permit, City's determination shall be final.

(d) The attendance shall not exceed the maximum posted facility limit, or the expected attendance, whichever is less.

2. Term

(a) City rents and Renter may use the Premises as indicated within this Permit.

(b) The list of facility, date(s) rented, and time(s) of permitted use are as indicated on the Permit inclusive of set-up and clean up.

3. Conditions of Use

Acceptance of Premises- Renters taking possession of the Premises on commencement of the term shall constitute Renter's acknowledgement that the Premises are acceptable and in good condition.

(a) Subject to City's written approval and noted in item 4 below, the portion of the Premises "kitchen" may be occupied by a concession selected by the Renter during the use of the Premises.

(b) Renter shall, throughout the term of this Rental Agreement, maintain the Premises in good, safe, and sanitary conditions and keep the Premises in good repair.

(c) Renter shall not commit, suffer or permit any nuisance in or about said Premises.

(d) Renter agrees that they will obey and observe and that they will require all persons entering upon said Premises to observe and obey all terms of this Rental Agreement and all municipal, state and federal laws. Renter shall be responsible for paying any fines or charges which may be levied by any governmental agency for violation of law, order, requirement, regulation, rule and ordinance arising out of use of the Premises by Renter or their agents.

(e) Security Guards. Renters will provide security guards or police protection for each day of use of the Premises which is sufficient to protect life and property, and to ensure proper respectable use of the Premises and its surroundings as follows:

Under 50 persons – one guard; 50-100 persons – two guards; 100-200 persons – three guards; Over 200 persons – four or more guards. City may increase or decrease the number of guards required if, in the opinion of the manager, a greater or lesser number is necessary to achieve the above described protection.

(f) Alcohol may not be served in any public space, except for the Richmond Auditorium. Please follow all posted parking regulations. Place all trash in trash cans. Clean up liquid spills promptly. Leave the facility in a neat and orderly condition. Report any damaged or malfunctioning equipment to attendant.

(g) Tenant agrees not to exceed the posted maximum occupancy for the space rented. Tenant agrees: to pay for additional time to set-up in preparation of event including charges for a personnel attendant or a security guard; to pay the basic rental fees- facility rate for time use based on an hourly fee; for personnel attendants or security guards based on the number of attendees as well as janitorial supply expenses for cleaning and preparation for rental, and toiletries. Tenant also agrees to pay for other requested item as set in the Facility Fee Schedule. Facility must be left in a clean condition or in same condition as when first occupied; property owner does not supply cleaning materials/supplies to tenants. For Community Center users- Tenant agrees to fold up chairs and tables after event.

4. Other Covenants and Conditions

The following covenants or conditions are required of the City at Renter's expense to be paid prior to rental:

Rental Fees listed within this Permit.

5. Rental Payment Provisions

(a) Security Deposit. Renter shall deposit with City the sum listed under "DEPOSITS" within this Permit, upon execution of this Rental Agreement, as Security and Damage Deposit for the performance by Renter of the provisions of this Rental Agreement. If Renter is in Default, City can use the Security and Damage Deposit, or any portion of it, to cure the default or to compensate City for all damage sustained by City resulting from Renter's default. If Renter is not in default at the termination of the Rental Agreement, City shall return Deposit to Renter. City's obligations with respect to the Deposit are those of a debtor and not a trustee. City can maintain the Deposit separate and apart from City's general funds or can commingle the Deposit with City's general or other funds. City shall not be required to pay Renter interest on the Deposit. Rental agreement will remain TENTATIVE and subject to immediate termination by City until Deposit is received.

Rental Reservation Fee (SECURITY DEPOSIT).

The City further acknowledges receipt of the Reservation Deposit to assure Renter's access/use of the Premises. If the Renter does not pay the balance of the Rental Fee, if any, due on or before the date indicated on the Permit, the City's Recreation Department may immediately cancel this Rental Agreement and retain Renter's Reservation Deposit and any portion of the Rental Fee paid by the Renter. However, Renter(s) may cancel the reservation by notifying the City's Recreation Department in writing.

CANCELLATIONS

Deposits and Rental Fees may be refunded if an event is cancelled based upon the following days and cancellation deadlines.

- 31 Days or more prior to the event –100%
- 30 days or less – No refunds will apply.

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Authorized Agent Name: Chris Hurst Dr.

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Email Address: chris.hurst@wccusd.net