



## DUBLIN SAN RAMON SERVICES DISTRICT FACILITY USE PERMIT

DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, hereby grants non-exclusive revocable permission to the Permittee, whose name and address is hereinafter specified, to use the below described District Facility, upon the date(s), hour(s), and for the purpose and fee hereinafter described, subject to all of the terms and conditions of this permit:

District Facility: \_\_\_\_\_ Room: \_\_\_\_\_

Permittee: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Contact Number(s): \_\_\_\_\_

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

Alternate Contact Name: \_\_\_\_\_ Alternate Contact Number(s): \_\_\_\_\_

Alternate Contact Email: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_

Hour(s) of Use: \_\_\_\_\_

I have read the TERMS AND CONDITIONS OF THE FACILITY USE PERMIT and agree to pay the specified fee, if applicable, and adhere to said regulations, terms and conditions which are attached to this permit.

\_\_\_\_\_  
*Signature of Permittee*

\_\_\_\_\_  
*General Manager or District Designee*

\_\_\_\_\_  
*Printed Name of Permittee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

### FOR DISTRICT USE ONLY

- Approved  
 Disapproved

Reason: \_\_\_\_\_

**DUBLIN SAN RAMON SERVICES DISTRICT  
TERMS AND CONDITIONS FOR FACILITY USE PERMIT**

1. **GOVERNING PROVISIONS, REGULATIONS:** Permit is issued pursuant to the provisions of Title 7 and Chapter 7.30 “Facility Use Permits” of the District Code of Dublin San Ramon Services District. This permit and the use and occupancy of the Facility permitted hereunder are expressly subject to the terms and conditions of said Title 7 and any and all regulations enacted by the Board of Directors of the District pursuant thereto.
2. **Permit Fee:** Permittee shall pay a specified fee, if applicable, to the District at the District’s administration offices, in advance, for each day of use permitted hereunder. In the event the use is for consecutive days, the full amount of the fee shall be paid in advance. If the use permitted hereunder is on a recurring basis (e.g., once a week, once a month, etc.), the fee for the entire period of use (not to exceed one year) shall likewise be paid in advance.
3. **Temporary, Revocable Use:** The permit and the use of the Facility permitted hereunder, does not constitute a deed, grant of easement, lease, or conveyance or transfer of any property interest. The permit is revocable without cause at any time at the will of the District, effective upon written notice by the District’s General Manager of such revocation. Revocation shall be effective upon the date or times specified in said, notice; provided, that the effective date of such revocation shall not be more than thirty (30) days from the date of such notice. If the effective date of such termination occurs on any day other than the last day of the date(s) of use permitted hereunder, or the last of recurring dates of such use, the permit fee paid hereunder shall be prorated on a daily basis to the date of termination.
4. **Non-Exclusive; Relocation:** The permission granted hereunder is non-exclusive in nature. The Facility or Facilities shall be assigned to the Permittee by the General Manager subject to the availability thereof, which availability shall be determined by the District’s needs. If a particular Facility is not available, the General Manager may reassign the Permittee to a different Facility, which reassignment shall be at the sole discretion of the General Manager.
5. **Supervision:** All activities permitted hereunder shall be supervised by a responsible person, twenty-one (21) years or older, who is a member of, or affiliated with, the Permittee. Said person shall remain on the premises at all times during the use thereof by the Permittee.
6. **Permitted Uses:** The Facility permitted for use hereunder shall only be used for a community interest purpose or a governmental purpose. A community interest purpose is an activity or program for public recreation, education, welfare, cultural, health, safety, or similar or like purpose. A governmental purpose is any activity or program carried out by a governmental agency or affiliate in its official capacity.

A Permittee must be either a governmental agency or affiliate or a non-profit community interest organization. A governmental agency or affiliate is any federal, state, or county agency, any special district, including this District, or any department, office or organization identified with any such governmental agency, which carries out, or is engaged in, a governmental or community interest purpose. A non-profit, community interest organization is any non-profit, unincorporated association, corporation, partnership, or other organization which is organized for, and carries out, a community interest purpose or purposes.

By signing this permit, the Permittee verifies and covenants that it is either a governmental agency or affiliate or a non-profit community interest organization, carrying out the respective activities of such agency, affiliate or organization described above.

7. **Prohibited Activities:** Pursuant to the provisions of section 7.30.120 of the District Code, certain activities are prohibited within, in, or upon any District property in conjunction with the activity permitted hereunder. The provisions of section 7.30.120 are attached hereto, marked Exhibit “A”, and incorporated herein by reference. Conduct or activities in addition to those specified in Exhibit “A” may also be prohibited pursuant to regulation established by the District’s Board of Directors. A violation of any prohibited activity shall result in the immediate revocation of this permit, in addition to such other penalties, or remedies, as the District may impose or pursue by reason of such violation.

8. **Insurance:** Permittee shall obtain and maintain during the period of use permitted hereunder, general liability and property damage insurance, covering use and occupancy of the Facility in the following minimum amounts:

- (a) \$500,000 for injury to or death of any one person and \$500,000 for any one occurrence;
- (b) Property damage insurance in the amount of \$500,000.

Permittee shall provide to the District a copy of the policy or policies for such insurance, or the declaration page or pages thereof, evidencing said insurance coverage and, in addition, to the aforesaid evidence of insurance, Permittee shall file with the General Manager endorsements to said policy or policies:

- (a) Precluding cancellation or reduction of coverage of insurance before the expiration of thirty (30) days after the District shall have received written notification thereof by first class mail of the insurance carrier or carriers;
- (b) Naming Dublin San Ramon Services District, its Board of Directors, committees, officers, employees, agents and volunteers as additional insured;
- (c) Providing that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability; and
- (d) Providing that Permittee's insurance coverage shall be primary insurance with respect to the District, its Board of Directors, committees, officers, employees, agents, and volunteers, and that any insurance or self-insurance maintained by the District, shall be excess of the Permittee's insurance, and not contributory therewith.

9. **Indemnification:** Permittee shall defend, indemnify and hold harmless the District, its Board of Directors, committees, officers, employees, agents, and volunteers from and against any and all claims, damages, losses, and expenses (including without limitation, costs of suit and attorneys' fees), arising out of the use or occupancy of the Facility or Facilities permitted hereunder, caused, or alleged to have been caused, in whole or in part, by any negligent, willful, or intentional tortious act, or omission to act, of Permittee.

10. **Waiver of Claims:** The District assumes no responsibility for the safety of any person, or the guarding or safekeeping of any equipment, materials, vehicles, or other personal property associated with, or belonging to Permittee in connection with Permittee's use of the Facility hereunder. Permittee hereby waives any and all claims against the District, and hereby releases the District from any liability for injury to persons (including loss of life), and damage to property (including loss of use thereof), arising out of Permittee's use of the Facility pursuant to this permit, except such claims for liability as may arise out of District's sole negligence.

11. **Non-Assignability:** Neither this permit, nor any interest therein, shall be assignable by Permittee without the prior written consent of the District's General Manager.

12. **Successors:** All of the provisions, terms and conditions hereof, subject to the provisions of paragraph 11 regarding non-assignability, shall apply to, and bind, the heirs, successors, executives, administrators and assigns of Permittee.

13. **Joint, Several Liability:** If permit has been issued to more than one organization or entity for joint or combined use of the Facility or Facilities described above, such entities, organizations, or persons shall be jointly and severally liable hereunder.

14. **Non-Waiver:** In the event the District should waive any of its rights hereunder, such waiver shall not be deemed a continuing waiver of the same such right, nor shall it be deemed a waiver of any other rights of the District.

## Chapter 7.30 FACILITY USE PERMITS

### Sections:

- 7.30.010 Purpose.
- 7.30.020 Definitions.
- 7.30.030 Use authorized.
- 7.30.040 Permit required.
- 7.30.050 Scheduling.
- 7.30.060 Supervision required.
- 7.30.070 Insurance.
- 7.30.080 Defense – Indemnification.
- 7.30.090 Insurance and indemnification waiver.
- 7.30.100 Nonassignability.
- 7.30.110 Temporary, revocable use.
- 7.30.120 Prohibited activities.
- 7.30.130 Use of appurtenant facilities.
- 7.30.140 Fees.
- 7.30.150 Regulations.

### **7.30.010 Purpose.**

The purpose of this chapter is to authorize and provide a procedure for use of certain District-owned facilities by governmental agencies or affiliates, not-for-profit community interest organizations, local advocacy organizations, exclusive employee groups, and exclusive bargaining agents in furtherance of the public health and general welfare of the residents of the District. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

### **7.30.020 Definitions.**

In the construction of this chapter, the general definitions set forth in DSRSDC 1.20.080, Definitions, shall apply except where such definitions would be inconsistent with the manifest intent of the Board, or the context clearly requires otherwise, or where contrary definitions are set forth in this chapter, or as otherwise stated in DSRSDC 1.20.080, Definitions. The following definitions shall apply to this chapter, unless such definitions would be inconsistent with the manifest intent of the Board of Directors or the context clearly requires otherwise.

**“Community interest purpose”** means an activity or program for public recreation, education, welfare, cultural, health, safety, advocacy or similar purpose.

**“Employees association”** means any association of District employees approved or recognized by the General Manager other than an exclusive bargaining agent or an exclusive employee group.

**“Exclusive bargaining agent”** means a union or similar organization which has been certified in accordance with appropriate legal requirements to be the exclusive

representative of all the employees in a particular bargaining unit or group and afforded recognition by the District as the exclusive bargaining agent for a group of its employees.

**“Exclusive employee group”** means a bargaining unit or group consisting exclusively of District employees who are not represented by a union or similar organization, and their invited guests, as approved by the General Manager.

**“Facility”** or **“facilities”** means the facility or facilities specifically identified in the facilities use permit approved by the General Manager under this chapter, which may include one or more of the following: the Board of Directors meeting room, general office space, conference rooms, or any other appropriate indoor space at any of the District facilities or buildings, or any outdoor portion of any property of the District appropriate for an outside program or event.

**“Governmental agency”** or **“affiliate”** means a federal, state or county agency; a special district, including this District; or any department, office or organization identified with any such governmental agency, which carries out or is engaged in a governmental or community interest purpose.

**“Governmental purposes”** means an activity or program carried out by a governmental agency or affiliate in its official capacity.

**“Local advocacy organization”** means a locally organized group or committee existing for the purpose of advocating a position on a local non-District-specific ballot measure, but specifically excludes organizations existing for the purpose of advocacy of candidates for any office whatsoever. There shall be no preference given towards any advocacy organization on a particular ballot measure.

**“Not-for-profit community interest organization”** means a not-for-profit unincorporated association, corporation, partnership or other organization which is organized for and carries out a community interest purpose. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

#### **7.30.030 Use authorized.**

The General Manager may issue a permit to use a facility to a governmental agency or affiliate, a local advocacy organization, a not-for-profit community interest organization, an exclusive employee group, an exclusive bargaining agent, or an employees organization. When a permit is issued the use shall be subject to the terms of this chapter, any regulations adopted under this chapter, and the specific terms and conditions of the permit. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

#### **7.30.040 Permit required.**

Use of the facilities is only authorized pursuant to a permit issued by the General Manager. The General Manager shall provide application forms specifying the information appropriate and necessary for the issuance of a permit. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

#### **7.30.050 Scheduling.**

The General Manager is authorized to schedule and regulate the time, place and manner of the use of the facilities. The General Manager may issue a permit for a specific date or activity, or for recurring meetings or activities upon the dates or days, and at such times or with the frequency, as the General Manager specifies in the permit. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.060 Supervision required.**

Each activity permitted shall be supervised by a responsible person 21 years or older, who shall remain on the premises at all times during the use by the permittee. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.070 Insurance.**

A. Requirement. No facility may be used under a permit unless the permittee obtains and maintains during the term or period of use general liability and property damage insurance covering the use and occupancy in minimum amounts established by separate ordinance, resolution, or policy of the Board from time to time.

B. Endorsements. The permittee shall provide the District a copy of each insurance policy, or the declaration page, evidencing the insurance coverage. In addition to the evidence of insurance, the permittee shall file with the General Manager endorsements to each policy:

1. Precluding cancellation or reduction in coverage of insurance before the expiration of 30 days after the District receives written notice by first class mail from the insurance carrier;
2. Naming the Dublin San Ramon Services District, its Board of Directors, committees, officers, employees and agents as additional insureds;
3. Providing that the permittee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;
4. Providing that the permittee's insurance coverage shall be primary insurance with respect to the District, its Board of Directors, committees, officers, employees and agents, and that any insurance or self-insurance maintained by the District shall be excess of the permittee's insurance, and not contributory with it.

C. Modify or Waiver. The Board of Directors may, by resolution, modify or waive these insurance requirements as they relate to a specific use permit. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.080 Defense – Indemnification.**

Each permittee issued a permit under this chapter shall, by acceptance of the facilities use permit, be obligated to defend, indemnify and hold harmless the District, its Board of Directors, committees, officers, employees, agents and volunteers from and against any and all claims, damages, losses and expenses (including without limitation costs of suit and attorneys' fees), arising out of the use or occupancy of the facility or facilities under the permit, and caused, or alleged to have been caused, in whole or in part, by any negligent, willful, or intentional tortious act, or omission to act, of the permittee. Each

permit shall include these provisions. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.090 Insurance and indemnification waiver.**

A. DSRSDC 7.30.070, Insurance, and DSRSDC 7.30.080, Defense – Indemnification, may be waived by the General Manager for exclusive employee groups.

B. If and to the extent the provisions of DSRSDC 7.30.070, Insurance, and DSRSDC 7.30.080, Defense – Indemnification, are inconsistent with existing agreements entered into by the District, the insurance and indemnification requirements for use of the facilities shall be governed by those existing agreements. [Ord. 327, 2010.]

**7.30.100 Nonassignability.**

The permittee shall not assign a permit, or any interest in it, without the prior written consent of the General Manager. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.110 Temporary, revocable use.**

The issuance of a permit does not constitute a deed, grant of easement, lease, or conveyance or transfer of any proprietary interest, and each permit is revocable without cause at any time at the will of the District, effective upon written notice by the General Manager of the revocation. The revocation is effective on the date or time specified in the notice, which shall be within 30 days of the notice. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.120 Prohibited activities.**

The following activities and conduct within a facility or on District property, in conjunction with a permit, are prohibited:

- A. The possession, sale, serving or consumption of alcoholic beverages;
- B. Smoking;
- C. Gambling or betting;
- D. The possession, sale, serving or consumption of food, or food items, other than soft drinks, coffee, tea, milk or other nonalcoholic beverages, except as may otherwise be expressly permitted by the General Manager in the permit;
- E. The use of a public address system, radio, broadcasting system, amplifier, television or other audio or visual equipment or device, except as is expressly permitted by the General Manager in the permit;
- F. The use of District-owned equipment, including, without limitation, telephone, copier, computer, typewriter or other business machine, except as is expressly permitted by the General Manager in the permit; provided, that there is no cost to the District for the use of these facilities; or provided, that the permittee reimburses the District for the cost of the use of this equipment;

G. Permitting an animal, other than a service animal, within or on a facility, or within or on District premises, in conjunction with an activity under a permit; or permitting or allowing, expressly or impliedly, a person associated with an activity conducted under a permit to bring upon, possess or allow an animal within a facility, except as is expressly permitted by the General Manager in the permit or as required by law;

H. An activity which causes, or tends to cause, undue wear or tear on a facility or a furnishing or furniture in or on the facility;

I. An activity which interferes with District business;

J. An unlawful activity; or

K. Any other prohibited act or activity which the General Manager specifies in the permit, or as otherwise provided by Board regulation. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.130 Use of appurtenant facilities.**

The use of a facility under a permit is deemed to include reasonable use of property appurtenant to the facility, including, without limitation, the use of District's parking facilities and rest rooms. The General Manager shall specify any limitation on the use of parking facilities in the permit. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.140 Fees.**

The Board may establish fees, by resolution, to defray costs incurred by the District for the administration of this chapter and the use of District facilities. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]

**7.30.150 Regulations.**

The Board may establish regulations or other limitations governing the use of facilities, in addition to those specified in this chapter. [Ord. 265, 1995; Ord. 273, 1997; Ord. 302, 2004; Ord. 327, 2010.]



**DUBLIN SAN RAMON SERVICES DISTRICT**  
**7051 DUBLIN BOULEVARD**  
**DUBLIN, CALIFORNIA 94568**  
**(925) 828-0515**

**DIRECTIONS TO DISTRICT OFFICE**

**From Walnut Creek:**

Take Highway 680 South towards San Jose. After the Alcosta exit, get in the right lane and take the next exit, Dublin Boulevard. At the end of the exit ramp, turn right onto Amador Plaza Road. At the stoplight, turn right onto Dublin Boulevard. **Dublin San Ramon Services District** (white building with a blue roof) will be on the left side of the road, at 7051 Dublin Boulevard, a couple of businesses beyond *Wendy's* hamburger restaurant and right next door to *Big O Tires*.

**From San Jose:**

Take Highway 680 North towards Sacramento. Exit 580 West, towards Dublin/Oakland. Take the first exit, Foothill Road/San Ramon Road. Bear to the right (San Ramon Road), and turn right at Dublin Boulevard (first stoplight). After the fourth stoplight (Village Parkway), **Dublin San Ramon Services District** (white building with a blue roof) will be on the left side of the road, at 7051 Dublin Boulevard, a couple of businesses beyond *Wendy's* hamburger restaurant and right next door to *Big O Tires*.

**From Oakland:**

Take Highway 580 East towards Hayward/Stockton. Exit Foothill Road/San Ramon Road veer left at the end of the freeway exit ramp. Turn right on Dublin Boulevard (first stoplight). After the fourth stoplight (Village Parkway), **Dublin San Ramon Services District** (white building with a blue roof) will be on the left side of the road, at 7051 Dublin Boulevard, a couple of businesses beyond *Wendy's* hamburger restaurant and right next door to *Big O Tires*.

**From Stockton:**

Take Highway 205 West and merge onto Highway 580 West towards Oakland. Exit San Ramon Road (just beyond the Highway 680 exit). Turn right at the end of the exit ramp, and turn right on Dublin Boulevard (first light). After the fourth stoplight (Village Parkway), **Dublin San Ramon Services District** (white building with a blue roof) will be on the left side of the road, at 7051 Dublin Boulevard, a couple of businesses beyond *Wendy's* hamburger restaurant and right next door to *Big O Tires*.

