

## SETTLEMENT AGREEMENT

Whereas, on April 24, 2017, Young America’s Foundation and Berkeley College Republicans (“Plaintiffs”) filed a Complaint against Janet Napolitano, Nicholas B. Dirks, Stephen C. Sutton, Joseph D. Greenwell, Margo Bennett, Alex Yao, and Leroy M. Harris in the United States District Court for the Northern District of California (case No. 3:17-cv-02255-MMC);

Whereas, on November 10, 2017, after the Court granted a motion to dismiss the Complaint with leave to amend, Plaintiffs filed a First Amended Complaint against Janet Napolitano Nicholas B. Dirks, Carol T. Christ, Stephen C. Sutton, Joseph D. Greenwell, Margo Bennett, Alex Yao, and Leroy M. Harris (collectively “Defendants”);

Whereas, Plaintiffs alleged in their First Amended Complaint that Defendants had violated Plaintiffs’ rights under the First Amendment, the Due Process Clause, and the Equal Protection Clause in its handling of conservative speaker events planned by Plaintiffs on the University of California, Berkeley (“UC Berkeley”) campus;

Whereas Defendants filed a motion to dismiss Plaintiffs’ First Amended Complaint, arguing that Plaintiffs had not alleged a violation of any constitutional rights with respect to events that Plaintiffs had planned or attempted to plan in the past, and that UC Berkeley’s new Major Events Policy was constitutional;

Whereas, on April 25, 2018, the United States District Court for the Northern District of California (“the Court”) granted in part and denied in part Defendants’ motion to dismiss;

Whereas on March 6, 2018, the Court ordered Plaintiffs and Defendants (collectively, “the Parties”) to engage in settlement discussions with Magistrate Judge Jacqueline Scott Corley;

Whereas the Parties attended settlement conferences with Magistrate Judge Corley on June 5, 2018 and August 21, 2018;

Whereas Defendants deny many of Plaintiffs' factual allegations and all of Plaintiffs' allegations of unlawful conduct and deny that Plaintiffs are entitled to either damages or equitable relief on the claims asserted in the Complaint or First Amended Complaint;

IT IS HEREBY AGREED by and between Plaintiffs on the one hand, and Defendants, on the other hand, as set forth below:

**I. The Nature of This Settlement Agreement.**

This Settlement Agreement and all associated exhibits or attachments ("Settlement Agreement") is made for the sole purpose of attempting to consummate settlement of *Young America's Foundation, et al. v. Janet Napolitano, et al.*, 3:17-cv-02255-MMC, United States District Court for the Northern District of California ("the Litigation").

Defendants deny all of Plaintiffs' allegations of unlawful conduct and deny that Plaintiffs are entitled to either damages or equitable relief on the claims asserted in the Complaint or First Amended Complaint. Defendants have agreed to resolve the Litigation by this Settlement Agreement; but, to the extent this Settlement Agreement is deemed void or for any reason does not take effect, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, and to assert any and all defenses or privileges. Plaintiffs and Plaintiffs' Counsel agree that Defendants retain and reserve these rights.

Plaintiffs reiterate their position that Defendants unlawfully discriminate against conservative speech.

**II. The Parties to this Settlement Agreement.**

This Settlement Agreement (with the associated exhibits) is made and entered into by and among the following Settling Parties: (i) Plaintiffs, with the assistance and approval of Plaintiffs' Counsel; and (ii) Defendants, with the assistance of their counsel of record. The Settlement Agreement is intended by the Settling Parties to result in final

resolution of the Litigation and to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof.

### **III. Terms of Settlement Agreement.**

#### **1. Definitions.**

As used in all parts of this Settlement Agreement (including the exhibits which are part of the Settlement Agreement), the following terms have the meanings specified below:

1.1 The “Litigation” shall mean case 3:17-cv-02255-MMC in the United States District Court for the Northern District of California.

1.2 “Regents Releasees” means The Regents of the University of California (“The Regents”), Members of the Board of Regents, and officers, agents, employees, attorneys, accountants or auditors, associates, and personal or legal representatives of The Regents, as well as all subparts of the University of California, such as the University of California, Berkeley.

1.3 “Released Claims” shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever under state or federal law including without limitation statutory, constitutional, contractual, or common law claims, whether known or unknown, including without limitation claims for actual damages, nominal damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, injunctive relief, declaratory relief, or other equitable relief, against the Regents Releasees, relating to any and all allegations and/or claims that have been or could have been asserted in the Litigation; provided, however, that Plaintiffs do not release any claim against the Regents Releasees arising at University of California campuses other than UC Berkeley.

1.4 “Settlement Agreement” means this agreement and all of its exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them.

2. Settlement Measures:

2.1 During the review of the Major Events Policy currently planned for October 2018, the UC Berkeley Office of Risk Services will recommend that the Major Events Policy be amended as provided in Exhibit A. These proposals will be considered in good faith by UC Berkeley as part of the standard review process, potentially along with other proposals made by others. Plaintiffs and Defendants agree to seek a stay of the Litigation pending this review process. If the proposed changes shown in Exhibit A are ultimately not adopted by UC Berkeley in substantial part, then Plaintiffs shall have the sole option to terminate this Settlement Agreement by providing written notice to Defendants 72 hours in advance of termination. If Plaintiffs exercise this option, the Settlement Agreement shall be deemed null and void, and Plaintiffs shall be entitled to pursue the Litigation in ordinary course, and neither party will have the rights or obligations provided in this Settlement Agreement, as if this Settlement Agreement had never been entered into.

2.2 At the conclusion of the 2018-2019 academic year, UC Berkeley will publish on its website a report identifying (1) all events during the academic year designated as Major Events under the Major Events Policy, (2) the total fees paid to UC Berkeley, the University of California Police Department, or any subdivisions thereof, in relation to each such event, and (3) all reservations made by Registered Student Organizations during the academic year for events with 100 attendees or more in UC Berkeley classrooms or venues controlled by the ASUC Student Union.

2.3 Magistrate Judge Corley will be available to the Parties to facilitate discussions of any issues that may arise between them with respect to events that Plaintiffs attempt to plan in the future.

2.4 Within 30 days after the dismissal of the Litigation, Defendants will make a one-time payment of \$70,000 to Plaintiffs to compensate them for attorney's fees incurred in the Litigation. By agreeing to make this payment, Defendants in no way admit that Plaintiffs are or would be a prevailing party in the Litigation.

2.5 Following the signing of this Settlement Agreement, and within 7 days of the Major Events Policy being amended in the manner specified by section 2.1 above, Plaintiffs will file a notice with the United States District Court for the Northern District of California dismissing the Litigation with prejudice in light of the Parties' settlement.

2.6 Beginning in the Spring 2019 academic semester, UC Berkeley will adopt the security fee schedule attached here as Exhibit B. The security fee amounts set forth therein shall not be increased for at least a period of three (3) years following the adoption of the fee schedule. For avoidance of doubt, the standard recharge rates for UCPD services may be increased during that period based on salary and benefit increases, as provided in footnote 5 of Exhibit B.

3. Releases.

3.1 In consideration for Defendants' and The Regents' agreement to undertake the "Settlement Measures" listed in sections 2.1 through 2.4 above, on behalf of themselves, their employees, members, officers, directors, agents, heirs, executors, administrators, and assigns, Plaintiffs, to the fullest extent permitted by law, agree to forever unconditionally and irrevocably release, acquit, and discharge, and by operation of the signing of this Settlement Agreement shall have, fully, finally, and forever released, acquitted, and discharged all Released Claims.

3.2 Plaintiffs expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, and any like or comparable provision or principle of common law in any other jurisdiction. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542 or any other provision of law with a comparable effect, and for the purpose of implementing a full and complete release and discharges, Plaintiffs expressly acknowledge that this Agreement is intended to include in its

effect, without limitation, claims and causes of action which they do not know of or suspect to exist in their favor at the time of execution hereof and that this Agreement contemplates extinguishment of all such claims and causes of action.

4. Miscellaneous Provisions.

4.1 Neither the Settlement Agreement, nor any act performed or document executed pursuant to, or in furtherance of, the Settlement Agreement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim or of any wrongdoing or liability on the part of any Defendant, the Regents Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of any Defendant, the Regents Releasees, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

4.2 All of the exhibits to the Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

4.3 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

4.4 The Settlement Agreement constitutes the entire agreement among the Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement or its exhibits other than the representations, warranties, and covenants expressly contained and memorialized in such documents.

4.5 Each Party shall bear its own costs.

4.6 Plaintiffs each specifically acknowledge the following:

(a) An authorized representative of each possesses sufficient education and experience to fully understand the terms of this Settlement Agreement as it has been written, the legal and binding effect of the Settlement Agreement, and the exchange of benefits and promises herein.

(b) An authorized representative of each has read this Settlement Agreement fully and completely and understands its significance.

(c) No inducements, statements, or representations have been made that are not set out expressly in this Settlement Agreement, and Plaintiffs do not rely on any inducements, statements, or representations not set forth expressly herein.

(d) Each enters into this Settlement Agreement knowingly and voluntarily and of their own free will and choice.

(e) Each has been encouraged and given the opportunity to consult with an attorney of their choice, which each has done.

4.7 Each counsel or other person executing the Settlement Agreement or any of its exhibits on behalf of any party hereto hereby warrants that such person has the full authority to do so.

4.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. If the Settlement Agreement is filed with the Court, a complete set of executed counterparts shall be filed.

4.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; however, this Settlement Agreement is not designed to and does not create any third-party beneficiaries unless otherwise specifically so provided herein.

4.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to

the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

4.11 The Settlement Agreement and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice-of-law principles.

4.12 The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Settlement Agreement. The parties acknowledge that the terms of the Settlement Agreement are contractual and are the product of negotiations between the parties and their respective counsel. All parties and their counsel cooperated in the drafting and preparation of the Settlement Agreement. In any construction to be made of the Settlement Agreement, the Settlement Agreement shall not be construed against any party and the canon of contract interpretation set forth in California Civil Code section 1654 shall not be applied.

4.13 Should any provision of this Settlement Agreement or any action taken pursuant to this Settlement Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, and this Settlement Agreement is AGREED TO:



DATED: 11/30/2018 1:14:49 PM PST  
\_\_\_\_\_, 2018

DocuSigned by:  
*Patrick Coyle*  
1E647DDEA8A2416...  
By: \_\_\_\_\_  
PATRICK COYLE

For: Plaintiff Young America's Foundation

DATED: 11/30/2018 3:23:43 PM PST  
\_\_\_\_\_, 2018

DocuSigned by:  
*Matthias Ronnan*  
2D3BF9683CE143E...  
By: \_\_\_\_\_  
MATTHIAS RONNAU

For: Plaintiff Berkeley College Republicans

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
MARGARET L. WU

For: The Regents of the University of California

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
JANET NAPOLITANO

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
NICHOLAS B. DIRKS

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
CAROL T. CHRIST

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
JOSEPH D. GREENWELL

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
STEPHEN C. SUTTON

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
MARGO BENNETT

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
ALEX YAO

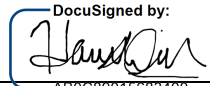
DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
LEROY M. HARRIS

**APPROVED AS TO FORM**

DATED: November 30, 2018

DHILLON LAW GROUP, INC.  
HARMEET K. DHILLON  
KRISTA L. BAUGHMAN  
GREGORY R. MICHAEL

By: \_\_\_\_\_  
  
AB0C89015683400...

Attorney for Plaintiffs

DATED: November \_\_\_\_, 2018

MUNGER, TOLLES & OLSON LLP  
BRYAN H. HECKENLIVELY  
ELIZABETH A. KIM

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

Attorney for Defendants

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
PATRICK COYLE

For: Plaintiff Young America's Foundation

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
MATTHIAS RONNAU

For: Plaintiff Berkeley College Republicans

DATED: November 30, 2018

By: Margaret L. Wu  
MARGARET L. WU

For: The Regents of the University of California

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
JANET NAPOLITANO

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
NICHOLAS B. DIRKS

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
CAROL T. CHRIST

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
JOSEPH D. GREENWELL

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
STEPHEN C. SUTTON

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
MARGO BENNETT

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
ALEX YAO

DATED: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
LEROY M. HARRIS

**APPROVED AS TO FORM**

DATED: November \_\_\_\_, 2018

DHILLON LAW GROUP, INC.  
HARMEET K. DHILLON  
KRISTA L. BAUGHMAN  
GREGORY R. MICHAEL

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

Attorney for Plaintiffs

DATED: November 30, 2018

MUNGER, TOLLES & OLSON LLP  
BRYAN H. HECKENLIVELY  
ELIZABETH A. KIM

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

Attorney for Defendants

# EXHIBIT A

**University of California, Berkeley**  
**Policy Issued: January 9, 2018**  
**Effective Date: January 9, 2018**  
**Supersedes: Interim Policy on Major Events Hosted by  
Non-Department Users, August 14, 2017**  
**Next Review Date: October 31, 2018**



## **Major Events Hosted by Non-Departmental Users**

Responsible Executive: Vice Chancellor-Student Affairs

Responsible Office: Dean of Students

Contact: For Student Organizations: LEAD Center, [lead@berkeley.edu](mailto:lead@berkeley.edu), 510-642-5171  
For All Other Non-Departmental Users: Risk Services, [risk@berkeley.edu](mailto:risk@berkeley.edu), 642-5141

### **Policy Statement**

The University of California, Berkeley is committed to free speech as essential to its educational mission and as a vital component of its identity. The University is also committed to enabling student organizations and other groups to host a variety of events on campus and thereby to supplement and enrich students' educational experience. Toward that end, the campus makes certain facilities and spaces available to student organizations and to other non-University users for events. For purposes of this policy, non-departmental users include individuals other than current employees of the University of California acting within the course and scope of University employment and organizations other than academic and administrative departments of the University of California. Non-departmental users include, but are not limited to, private individuals, private corporations, non-profit organizations, unincorporated associations, and student organizations including student government entities.

Non-departmental users must adhere to the terms and conditions of this policy, including by obtaining- may host Major Events with written permission from the campus to host Major Events and must adhere to the terms and conditions of this policy. Campus facilities are made available for non-departmental users other than Registered Student Organizations (RSOs) only when those events result in the generation of revenue in support of the campus mission for the campus.

This policy is explicitly intended to support the ability of non-departmental users to host Major Events on campus and will be applied without regard for perspectives or positions expressed in connection with those events. **All criteria for assessing Major Events must be applied in a viewpoint-neutral manner and without regard to the content of any performance or**

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speaking aspect of the event.

## Scope of Policy

This policy applies to Major Events hosted by non-departmental users anywhere on campus except in locations generally open to the public as defined in Sections 311 and 331 of the [Berkeley Campus Regulations Implementing University Policies](#).

Events in Upper and Lower Sproul Plazas are not subject to this policy. Non-departmental users may plan events at those locations on short notice in accordance with the requirements of the Berkeley Campus Regulations Implementing University Policies.

For purposes of this policy, a Major Event is any planned gathering including but not limited to celebrations, social gatherings with or without amplified music or sound, lectures, forums, performances, concerts, rallies, speaker presentations, and conferences at which one or more of the following conditions apply:

- ~~1.~~—300 or more people are expected to attend;
- ~~2.1.~~ ~~Authorized campus officials determine that, to plan for and/or manage the event, the complexity of the event requires the involvement of more campus administrative units than (1) the administrative unit making the facility available, (2) the campus police department (hereafter UCPD), and (3) if the event is an RSO event, the ASUC Student Union staff;~~
- ~~3.2.~~ Authorized campus officials determine the event is likely to significantly affect campus safety and security (based on assessment from the UCPD) or significantly affect campus services other than those provided by the administrative unit making the event facility available (including kiosk guards, service roads, or parking);
- ~~4.3.~~ Authorized campus officials determine the event has a substantial likelihood of interfering with campus functions or activities other than the functions and activities of the administrative unit making the event facility available;
- ~~5.4.~~ The event is a dance as defined by this policy (as distinguished from a performance during which the performers are dancing) or a concert featuring amplified sound, at which a majority of the audience is not seated;
- ~~6.5.~~ Alcohol is intended to be served, unless the event is a memorial service reception attended by fewer than 300 people or is an event at the Lawrence Hall of Science, the Botanical Garden, Blake House, or Anthony Hall; or
- ~~7.6.~~ Outdoor amplified sound is requested.

Any determination by authorized campus officials that an event constitutes a Major Event under items ~~2~~ or 3 ~~or 4~~ above will be based on the officials' assessment of information other than the content or viewpoints anticipated to be expressed during the event. The authorized campus officials will be the Chancellor and/or the Chancellor's designee or designees. If the Chancellor assigns a designee, the designee must be a Vice Chancellor, Assistant Vice Chancellor, or Associate Chancellor. No member of UCPD is an authorized campus official for purposes of those paragraphs. The campus will use the Campus Event Risk Grid (Appendix A) to further

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determine the potential impact of an event and what permits, reviews, or other requirements are necessary.

Permissible criteria to be used to determine whether an event is likely to significantly affect campus safety and security or significantly affects campus services under item 3 above are the following: (a) the proposed location of the event, (b) the estimated number of participants, (c) the time of the day that the event is to take place, (d) the date and day of the week of the event, (e) the proximity of the event to other activities or locations that may interfere, obstruct, or lessen the effectiveness of the security measures being implemented, (f) the resources needed to secure the event, (g) the anticipated weather conditions, (h) the estimated duration of the event, (i) any objective and credible evidence regarding actual threats to campus safety or security, and (j) any similar viewpoint- and content-neutral considerations relevant to assessment of campus safety, security, and services.

Permissible criteria to be used to determine whether an event has a substantial likelihood of significantly interfering with other campus functions or activities under item 4 above are the following: (a) the proposed location of the event, (b) the estimated number of participants, (c) the time of the day the event is to take place, (d) the expected duration of the activity; (e) the activity's timing in relation to the academic calendar (for example, proposed scheduling during the first week of classes or during final examination week); (f) the expected noise level to be generated by the activity; (g) the need for and/or availability of University resources and personnel to facilitate, oversee or control the activity; and (h) any similar viewpoint- and content-neutral considerations relevant to assessment of potential disruption to campus functions or activities.

The campus reserves the right to classify any proposed event a Major Event subject to this policy, consistent with the definition set forth above. Non-departmental event organizers are encouraged to consult with the appropriate campus contact at the earliest possible time if they have any question whether their event may be classified as a Major Event.

This policy applies to Major Events scheduled, organized, or supervised by non-departmental users or over which non-departmental users have authority to decide whether to hold the event or to determine the contents of the event. For purposes of this policy, supervision is defined as direct, on-site responsibility for the event. **Events scheduled, organized, and supervised by campus academic and administrative departments are not subject to this policy.** Only University employees acting in the course and scope of their University employment may supervise a departmental event. For purposes of this policy, departmental events include social gatherings of students from that department in departmental facilities for which no formal permission for use has been sought.

Use of campus facilities by non-departmental users for events not defined as Major Events is subject to the requirements of sections 210-225 of the [Berkeley Campus Regulations Implementing University Policies](#).

In the event of a conflict between the provisions of the Berkeley Campus Regulations Implementing University Policies and this policy, the provisions of this policy will govern for



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Major Events.

## **Why We Have This Policy**

This policy has been developed to promote the efficient and orderly use of campus property. Campus property (which includes both facilities and grounds) is intended to further the University of California's mission of education, research, and public service. **Priority for the use of campus property will be given to academic and administrative departments of the University of California.** Subject to the requirements of this policy, and to campus regulations and policies applicable to specific facilities, campus facilities may be made available for use by non-departmental users provided those facilities are not needed by the campus at that time and use by the non-departmental users does not disrupt campus business or activities.

This policy operates in conjunction with specific deadlines, policies, and regulations for each campus facility, including the [Berkeley Campus Regulations Implementing Policy](#), as well as the Campus Event Planning Timeline (Appendix B). Facility reservation deadlines and other procedural details may vary among campus facilities. Therefore, the event coordinator for the requested venue must be consulted before the event to obtain specific details concerning reservation and event procedures.

## **Procedures**

### **Procedures Applicable to All Non-Departmental Users of Campus Facilities**

- A. Agreements or contracts a non-departmental user enters into with third parties related to the Major Event are signed at the risk and liability of the non-departmental user. Non-departmental users are liable for all costs related to the Major Event. This includes, but is not limited to, facility fees, basic security costs (as described in the section on Security Procedures for All Major Events below), and any damages that occur as a result of the Major Event. Individual non-departmental users may be held personally liable for costs related to the Major Event.
- B. All Major Event attendees may be subject to search for contraband, weapons, drugs, alcohol, and other illegal or prohibited materials to provide for the safety of event participants. Participants will be notified through clearly posted signs at the event entrance if they will be subject to a search.
- C. The maximum room capacity for all campus facilities is established by the Campus Fire Marshal. The facility's event coordinator may reduce capacity further in accordance with staff availability and other considerations.
- D. The possession and/or consumption of alcohol at all campus events is prohibited unless service is provided by an ABC-licensed supplier under contract, and the ABC-licensed supplier provides the Regents of the University of California with proof of liquor liability

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insurance coverage for at least \$1 million. A [campus alcohol permit](#) issued through the UCPD is also required. Under no circumstances will an individual under the age of 21 be served alcohol. If alcohol is served at an event, at least 20% of all beverages must be non-alcoholic and food must be provided throughout the event. Non-alcoholic beverages must be prominently displayed and served in the same place as alcoholic drinks.

- E. The use and/or possession of illegal drugs are prohibited at all campus events.
- F. To the degree an academic or administrative department authorizes use of facilities under its control for events sponsored by a non-departmental user, the department may be required to reimburse security costs and other costs incurred by other campus units.
- G. Failure to comply with campus regulations and policies pertaining to events, including deadlines in the Campus Event Planning Timeline (see Appendix B), will result in denial of the sponsor's facility use request. Non-compliant events may be re-scheduled in a compliant manner.

**Security Procedures for All Major Events**

- A. If required pursuant to the criteria set forth in Appendix A, UCPD will conduct a security assessment based on information provided on the Event Security Assessment Form and such other information as UCPD may obtain.
- B. In consultation with the Office of Legal Affairs, UCPD will assess security needs based on objective and credible evidence of specific risks, and not on assessment of the viewpoints, opinions, or anticipated expression of event speakers, sponsors, participants, community, or performers. Permissible factors for consideration include but are not limited to: (a) the proposed location of the event, (b) the estimated number of participants, (c) the time of day the Major Event is to take place, (d) the date and day of the week of the Major Event, (e) the proximity of the Major Event to other activities or locations that may interfere, obstruct, or lessen the effectiveness of the security measures being implemented, (f) the resources needed to secure the Major Event, (g) the anticipated weather conditions, (h) the estimated duration of the Major Event, and (i) any similar content-neutral considerations relevant to assessment of security needs.
- C. UCPD will make security recommendations that, in UCPD's professional judgment, will address security threats identified as a result of the evaluation conducted pursuant to Paragraph B above. The goals of UCPD's security recommendations will be to:
  - 1. Minimize risks to the health and safety of the event participants and audience;
  - 2. Minimize risks to the campus and surrounding community;
  - 3. Maximize the ability of the event organizers to successfully hold the Major Event; and
  - 4. Protect the exercise of rights of free expression by the event organizers, participants, and community.

Recommended security measures may include, but are not limited to: adjusting the venue, date,

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and/or time of the event; providing additional law enforcement; imposing controls or security checkpoints; and creating buffer zones around the venue.

D. If UCPD determines the Major Event has substantial security needs, the host organization must schedule a security assessment meeting with UCPD no later than five weeks prior to the Major Event date. The meeting may include, as necessary, the following: a staff member from ASUC Student Union Event Services; the facility manager or designee; and one or more student organization signatories or other representatives from the sponsoring organization. The individuals serving as first contacts or signatories will attend the meeting and be available for consultation throughout the event-planning period. UCPD will present security concerns and recommendations at the security assessment meeting, and meeting participants will discuss options for addressing security needs that UCPD has identified.

E. If UCPD determines that, because of new information it has received or changing circumstances, its security assessment must be modified, it will schedule additional meetings or communications with the event organizers and other appropriate stakeholders to discuss its revised recommendations.

F. Should the Major Event organizers and UCPD be unable to agree on implementation of security measures or recommendations, the Major Event organizers may submit an appeal to the Chancellor or the Chancellor's designee for final determination. If -the Chancellor assigns a designee, the designee must be a Vice Chancellor, Assistant Vice Chancellor, or Associate Chancellor who was not involved in the planning or review of the Major Event. The Chancellor or Chancellor's designee may determine the security measures required for the event based on UCPD's security assessment. The goals of that determination will be to:

1. Minimize any identified threat to health and safety of the event participants and audience;
2. Minimize any identified threat to the campus and surrounding community;
3. Maximize the ability of the Major Event sponsors to successfully hold the event; and
4. Protect the exercise of rights of free expression by the event sponsors, participants, and community.

Implemented security measures may include, but are not limited to: adjusting the venue, date, and time of the event; providing additional law enforcement; imposing controls or security checkpoints; and creating buffer zones around the venue. The Chancellor or Chancellor's designee will provide the Major Event organizers a written explanation of the reasons for his or her final decision.

G. If during an event an imminent threat to safety or property arises, avoidance or minimization of which requires termination of the event, authority to terminate the event rests with the senior civilian administrator designated to oversee law enforcement operations. If no senior administrator is present or available, authority is delegated to the highest-ranking UCPD officer at the event.

H. The event organizers must agree to reimburse costs of basic event security provided by UCPD. Basic event security consists of UCPD presence (required at some facilities) and related

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costs necessary to carry out an event in the absence of any expected disturbance. The cost of extraordinary security necessary to protect the larger community is borne by the campus.

The campus will maintain a website listing the security fees that will be charged to a non-departmental user that reserves a given venue for a Major Event. That same schedule of fees will apply to any event organized by a Registered Student Organization, even if it is not a Major Event. That information is published at <http://deanofstudents.berkeley.edu/> [REDACTED]. Fee waivers will not be given.

~~Security fees will be based on standard, approved, and published recharge rates for UCPD or other security personnel and for any associated equipment costs or rentals. The number of personnel and amount and type of equipment charged will be based on an assessment including but not limited to the following criteria:~~

- ~~1. Event venue, including venue size, location, number of entrances and exits to be staffed;~~
- ~~2. Time of day;~~
- ~~3. Number of expected attendees;~~
- ~~4. Whether entrances will be controlled and whether tickets will be sold;~~
- ~~5. Whether the event will be open and/or advertised to non-affiliates of the University;~~
- ~~6. Whether alcohol will be served;~~
- ~~7. Whether there will be sales of food, beverages, or other items and whether cash handling will occur;~~
- ~~8. Whether event performers come with personal security teams or details that require UCPD liaisons; and~~
- ~~9. Whether event organizers or event performers request additional security measures.~~

If an event organizer or a speaker or performer requests additional security measures not required by the campus, the campus will not pay the costs associated with those security measures.

If the campus requires additional security beyond what the published schedule anticipates, the campus will bear all costs associated with that additional security. Additional security fees will not be charged to event sponsors based on concerns that the content of the event or the viewpoints, opinions, or anticipated expression of the sponsors, event performers, or others participating in the event might provoke disturbances or response costs required by such disturbances.

### **Student Organization Major Events**

For purposes of this policy, student organization Major Events include any Major Event sponsored or co-sponsored by a non-departmental user that is a University-recognized student organization, including the Associated Students of the University of California (ASUC), the Graduate Assembly (GA), Registered Student Organizations, Sponsored Student Organizations, and Affiliated Student Organizations.

The following procedures must be followed for student organization Major Events:

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- A. One student signatory of a currently registered or sponsored organization seeking to use campus property to hold an event must:
1. Review the [Event Registration Form](#) on-line.
  2. Request a reservation for the event's desired location no later than six weeks prior to the event. If security arrangements and other preparations cannot be made in compliance with this time frame, the event may not be approved for the date and time requested. A selected list of campus venues and contacts can be found in Appendix C.
  3. Facility policies vary by location. Contact the venue's event coordinator, the Classroom Scheduling Office, or the ASUC Student Union Event Services Office for details and requirements. A preliminary reservation does not constitute approval of the use of the venue at the proposed date and time.
  4. Six weeks or more prior to the event, complete and submit the [Event Registration Form](#) following the on-line instructions. .
  5. Six weeks or more prior to the event, submit an Event Security Assessment Form to the UCPD.
  6. Meet with the assigned ASUC Event Services coordinator to review Major Event details at least five weeks prior to the event.
  7. If the student organization wishes to publicize the event, submit all a set of any initial publicity materials to the LEAD Center at [eventreview@berkeley.edu](mailto:eventreview@berkeley.edu) prior to publication and at least two weeks before the event. The LEAD Center may review publicity materials only to verify that event details (such as date, time, and location) are accurate. After the initial set of publicity materials has been submitted and reviewed, the student organization may distribute other publicity materials so long as they contain the same accurate event details (such as date, time, and location) as the initial set of materials. The student organization must provide a copy of any such additional publicity materials to the LEAD Center at [eventreview@berkeley.edu](mailto:eventreview@berkeley.edu) within 24 hours after the materials distributed.
  8. Insurance must be secured at least one week prior to the event. At least two weeks prior to the event, contact Campus Connexions (<http://ucberk.campusconnexionsuc.com/Constituency/Registered-Student-Organization>) to arrange for insurance. If insurance through Campus Connexions is not approved for the event, the event cannot proceed unless the RSO is able to obtain substantially identical insurance coverage to that provided through Campus Connexions.
  9. Comply with all requirements as established in other policies administered by ASUC Student Union Event Services, the LEAD Center, UCPD, Risk Services, Classroom Scheduling, or the facility's event coordinator. A variety of permits and/or waivers may

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be required.

- B. If needed, the ASUC Student Union Event Services coordinator will schedule a Major Event coordination meeting with Major Event organizers to exchange information and discuss logistical expectations. The Major Event coordination meeting will usually occur four weeks prior to the event. The ASUC Student Union Event Services coordinator may request an additional meeting to ensure that all instructions agreed to at the Major Event coordination meeting have been carried out.
- C. Three weeks prior to a Major Event, the UCPD chief or designee may inform a group including the Government & Community Relations Office and representatives from the Berkeley Police Department, the City Manager's office, and the Telegraph Business Improvement District (T.B.I.D.), or their designees, about the Major Event. The UCPD chief or any member of this group may request additional meetings in advance of the Major Event to discuss concerns.
- D. Events must end no later than 2:00 a.m. or at a time determined by the campus administration based on the UCPD security assessment, or as prescribed by specific facility policies, campus policies, and City of Berkeley ordinances. Additional charges may be applicable to extend events beyond specific building hours.

**Events Staged by Non-Departmental Users Other than Student Organizations**

All other non-departmental users of campus facilities must follow the procedures established in the campus policy on [Facility Use Permits](#). The University reserves the right to require that events co-sponsored by student organizations and other non-departmental users comply with the campus policy on Facility Use Permits.

Events hosted by non-student, non-departmental users that meet the definition of a Major Event must (1) contact the Major Event's desired location no later than six weeks prior to the date of the event and (2) submit an Event Security Assessment Form to the UCPD no later than six weeks prior to the date of the event.

The following is a summary of the Facility Use Permit policy. Nothing in this summary supersedes the requirements of the Facility Use Policy:

Facility Use Permits for use of University property by non-departmental users are handled by the campus academic or administrative department overseeing the property. A selected list of campus venues and contacts can be found in Appendix C. The authority to approve use of a campus venue to non-departmental users is delegated to the highest-level administrative official of each campus department and applies only if these guidelines are followed:

- A. The [Facility Use Permit form](#) is used. The completed and signed Facility Use Permit is retained by the department for five years after its expiration.

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- B. A Certificate of Insurance is received from the non-departmental user naming “THE REGENTS OF THE UNIVERSITY OF CALIFORNIA” as an additional insured with General Liability coverage of at least \$1,000,000 per occurrence. The event cannot proceed unless the Certificate is provided to the University by the deadline specified by the campus department in charge of the venue. If the non-departmental user does not have event insurance, the non-departmental user may purchase coverage by going to Campus Connexions at <http://ucberk.campusconnexionsuc.com/Constituency/Tenant-User>. Depending on the risks associated with the event, non-departmental users may be required to provide higher amounts of insurance, additional types of insurance, or both.

Please consult the full [Facility Use Permits policy](#) for more information.

Upon receipt of a Facility Use Permit for an event that may qualify as a Major Event, the academic or administrative department responsible for the venue will advise the non-departmental user to submit an Event Security Assessment Form to the UCPD.

### **Dances**

For purposes of this policy, a dance is any social gathering whose primary purpose is the promotion of free movement to amplified music in an unobstructed area at a campus property. This does not include events at which performers are the only people dancing.

The following additional requirements apply to dances:

- A. Only UC Berkeley students with valid student identification cards and their accompanied guest(s) may attend a dance at a campus location. All event attendees are required to show a college or state-issued photo identification. Non-University of California students under 18 years of age will not be admitted. A maximum of two guests per UC Berkeley student are allowed, and all guests must accompany the UC Berkeley student.
- B. Conferences held on campus may include a dance for attendees, who may or may not be UC Berkeley students. Only conference attendees and one guest may attend such dances, regardless of University affiliation. The conference organizers must distribute tickets in advance.
- C. Advance ticketing is required for dances. Tickets may be sold at the door up to one hour after the event begins.
- D. The number of tickets sold or distributed cannot exceed the number of guests approved for the dance or the room capacity.
- E. Tickets must be sequentially numbered.
- F. Tickets will state that a college or state-issued identification is required for entrance to the event.

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G. Online ticket sales may be conducted by utilizing a LEAD Center-approved online vendor.

## **Responsibilities**

### **Chancellor or Designee:**

- Makes the final decision on appeal in the event the UCPD and non-departmental user cannot agree on implementation of security measures or recommendations.

### **ASUC Student Union Event Services:**

- Takes primary responsibility for working with student organizations holding Major Events on campus.
- Reviews event registration forms submitted by student organizations.
- Reviews event details with student organizations as necessary.
- Promptly contacts UCPD about events that may qualify as Major Events or has the event organizers to do so.

### **LEAD Center:**

- Provides advising support to student organizations planning a Major Event.
- Reviews publicity materials with student organizations as necessary.
- Promptly contacts UCPD about events that may qualify as Major Events or has the event organizers to do so.

### **Classroom Scheduling, Student Union Events Team, Senior Financial Officers in Each Campus Department or Unit, and Campus Event Coordinators:**

- Review and (if appropriate) approve applications for the use of their space by non-departmental users.
- Promptly contact UCPD about events in their space that may qualify as Major Events.

### **UCPD:**

- Coordinates and/or provides safety and security services at Major Events held by non-departmental users.
- Reviews Event Security Assessment Forms submitted by non-departmental users.
- When required by this policy, conducts security assessments for Major Events held by non-departmental users.
- When warranted, informs Government & Community Relations and City of Berkeley partners of impending Major Events or designates another campus unit to fulfill that responsibility.
- Searches event participants for weapons and other contraband as necessary, or authorizes a security team to perform those services on its behalf.

### **Risk Services:**

- Serves as first responder to inquiries from non-student non-departmental users about this policy.
- Determines appropriate insurance requirements for events held by all non-departmental



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users.

- Advises campus clients and non-departmental users about insurance coverage available via Campus Connexions.
- Assists campus units whose property has been damaged by non-departmental users.

## Web Address for This Policy

<http://campuspol.berkeley.edu/policies/nondeptusers.pdf>

## Glossary

**Academic Department:** A college, school, a division of a college or school, or a department within a college or school of the University of California, Berkeley. For purposes of this policy, the term academic department includes organized research units and academic centers.

**Administrative Department:** A non-academic campus unit dedicated to the operational, financial, and/or strategic functions of the University of California, Berkeley.

**Dance:** A social gathering whose primary purpose is the promotion of free movement to amplified music in an unobstructed area at a University property. Does not include events at which performers are the only people dancing.

**Event:** Any planned gathering including but not limited to celebrations, dances, lectures, forums, performances, rallies, social gatherings, concerts, speaker presentations, and conferences.

**Major Event:** An event at which one or more of the following conditions apply, subject to the qualifications provided in the Policy:

- 1.—300 or more people are expected to attend;
- ~~2.1. Authorized campus officials determine that, to plan for and/or manage the event, the complexity of the event requires the involvement of more campus administrative units than (1) the administrative unit making the facility available, (2) the campus police department (hereafter UCPD), and (3) if the event is an RSO event, the ASUC Student Union staff;~~
- 3.2. Authorized campus officials determine the event is likely to significantly affect campus safety and security (based on assessment from the UCPD) or significantly affect campus services other than those provided by the administrative unit making the event facility available (including kiosk guards, service roads, or parking);
- 4.3. Authorized campus officials determine the event has a substantial likelihood of interfering with campus functions or activities other than the functions and activities of the administrative unit making the event facility available;
- 5.4. The event is a dance as defined by this policy (as distinguished from a performance during which the performers are dancing) or a concert featuring amplified sound, at which a majority of the audience is not seated;

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~~6.5.~~Alcohol is intended to be served, unless the event is a memorial service reception attended by fewer than 300 people or is an event at the Lawrence Hall of Science, the Botanical Garden, Blake House, or Anthony Hall; or

~~7.6.~~Outdoor amplified sound is requested.

**Memorial Service:** an event contemporaneous with the death of an individual attended by family and friends of that individual for purposes of sharing bereavement.

**Non-Departmental User:** (1) An individual not currently employed by The Regents of the University of California, or an employee of The Regents of the University of California acting outside the course and scope of employment; or (2) A group, association, corporation, or other combination of individuals that is neither an academic nor administrative department of the University of California.

**Open to the Public:** a term used to describe campus events that anyone may attend, including individuals who are not University of California faculty, staff, or students.

**Registered Student Organization:** Registered student organizations, sponsored campus organizations, and affiliated campus organizations as further defined in the [Berkeley Campus Regulations Implementing University Policies](#).

**Supervision:** Direct, on-site responsibility for an event.

**University Property:** Any building or outdoor facility owned or leased by The Regents of the University of California on behalf of its Berkeley campus.

## **Related Documents and Policies**

Berkeley Campus Regulations Implementing University Policies:  
<http://sa.berkeley.edu/campus-regulations>

University of California Policies Applying to Campus Activities, Organizations and Students (PACAOS):  
<http://ucop.edu/student-affairs/policies/student-life-policies/pacaos.html>

## Appendix A: UC Berkeley Event Risk Grid

STUDENT EVENT WORKSHEET					
DESCRIPTION OF EVENT					
Please fully describe the event. When is the event? Where will the event be held?					
NUMBER OF ATTENDEES (Participants & Spectators)	Over 1,000	500-1000	301-500	300 and under	
UCPD - Security Assessment	X	X	X		
Insurance (depending on nature of event)	X	X	X	X	
Waiver forms for participants?	X	X	X	X	
TYPE OF ATTENDEES	Open to the Public	Students and Invitees	College Students Only	UCB Students Only	Invited Guest List
UCPD - Security Assessment	X	X	X		
Insurance (depending on nature of event)	X	X	X	X	X
ALCOHOL AT EVENT	Yes, and It's Free	Yes, for a Price			None
Certificate of Insurance	X	X			
UCPD - Alcohol Permit	X	X			
ABC - PERMIT		X			
EVENT TIME	Goes Past Midnight / Overnight Stay	Over by Midnight	Over by 11pm	Over by 10pm	Held during Daylight Hours
UCPD - Security Assessment	X	X	X		

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<b>EVENT LOCATION</b>		<b>Off-Campus Location</b>	<b>Other Campus Location</b>	<b>Central Campus or Residence Hall</b>	<b>General Assignment Classroom</b>
Insurance (depending on nature of event)		If the location requires	X	X	X
<b>MARKETING/ PROMOTION</b>	<b>Social Media/Open to Public</b>	<b>Social Media /Closed Group</b>	<b>Closed Group</b>	<b>Word of Mouth</b>	<b>No Promotion</b>
UCPD - Security Assessment	X				
Insurance (depending on nature of event)	X				
<b>PRICE</b>	<b>Free, More than 300 Attendees</b>	<b>\$1 to \$10</b>	<b>\$11 to \$24</b>	<b>\$25 or More</b>	<b>Free, Closed Group Under 300 Attendees</b>
Cash handling precautions		X	X	X	
<b>CELEBRITY/ PUBLIC FIGURE</b>	<b>Yes, a Nationally Recognized Personality/ Performer</b>		<b>Yes, a Local Personality/ Performer</b>		<b>No</b>
UCPD - Security Assessment	X		X		
Insurance- required	X		X		
<b>MINORS</b>	<b>Kindergarten-5th Grade</b>	<b>Sixth-Eighth Grade</b>	<b>Ninth-Twelfth Grade</b>	<b>17 years old, Non-Affiliate</b>	<b>17 Years Old, UC Student</b>
Insurance- required	X	X	X	X	
Accidental Injury report form	X	X	X	X	
Authorization for consent to treatment of minors form	X	X	X	X	
Emergency Contact Information	X	X	X	X	
Waiver forms from parents	X	X	X	X	

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<b>FOOD</b>		<b>Cooking/ Open Flame</b>	<b>Catered/ Delivered</b>	<b>Pre-Packaged Only</b>	<b>No Food</b>
EH&S - Food permit		X			
EH&S - Fire permit		X			
Insurance		X	From vendor		
<b>TRANSPORTATION</b>	<b>Personal Vehicles Taking Passengers</b>	<b>Private Plane or Boat</b>	<b>Personal Vehicles with no Passengers</b>	<b>Public Transportatio n/ Commercial Plane</b>	<b>None</b>
Insurance	From driver	From owner			
Valid Driver's License	X				
DMV pull and driver safety review	X				
<b>NON-FOOD VENDORS/ OTHER FINANCIAL CONSIDER-ATIONS</b>	<b>Bounce Houses and Other Physical Activities</b>		<b>DJ or Band</b>	<b>Donations, Philanthropic Appeals, etc.</b>	<b>None</b>
		Insurance from vendor	Insurance from vendor	Cash handling precautions	

## Appendix B: Campus Event Planning Timeline

EVENT SERVICES TIMELINE			
Due date	Org type	Item	Policy
6 weeks prior	All	Contact Facility	Event Policy: RSO
6 weeks prior	RSO	Submit Event Registration Form	Event Policy: RSO
6 weeks prior	All	Submit Event Security Assessment Form to UCPD	UCPD Special Events Webpage
5 weeks prior	ALL	Meet with UCPD for security plan meeting	UCPD Special Events Webpage
5weeks prior	RSO	Meet with ASUC Event Services Coordinator	Events Policy: RSO
4 weeks prior	All	Event Coordination Meeting with Facility Event Coordinator, if needed	Student Groups: Policy
2 weeks prior or more	RSO	Submit Publicity Material to eventreview@berkeley.edu	Student Groups: Policy
1 week prior	All	Certificate of Insurance Due	Student Groups: Policy
1 week prior	All	Approvals for amplified sound from Building Coordinator, Event Services	Campus Regulations
2 days prior	All	Request for Amplified Sound for Savio Steps provided without charge	Campus Regulations
1 day prior	All	UCPD Cancellation without charge; minimum 3-hour charge if less than 24- hour notice	UCPD Special Events Webpage
1 week after	All	Damages/cleaning charges assessed after event, charges sent to client.	ASUC Student Union Building Policy/Procedure
1 week after	All	Invoices generated, sent via email	Source?
1 week after	RSO	RSOs invoiced for costs, due within 14 days	ASUC Student Union Building Policy/Procedure
1 week after	Campus Depts.	Campus departments charged chartstrings (within)	ASUC Student Union Building Policy/Procedure
2 weeks after	RSO	Balance due within; privileges revoked until payment received	Student Groups: Policy
4 weeks after	All	Past due on ASUC SU invoices not allowed to make reservations, subject to cancellation	ASUC Student Union Building Policy/Procedure

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## Appendix C: Selected List of Campus Event Spaces and Contacts

LOCATION	CONTACT INFORMATION	WEBSITE
<b>ALUMNI HOUSE</b> <ul style="list-style-type: none"> <li>▪ Patio</li> <li>▪ Toll Room</li> <li>▪ Bechtel Room</li> <li>▪ President's Room</li> <li>▪ Sibley Room</li> </ul>	<a href="mailto:reservations@alumni.berkeley.edu">reservations@alumni.berkeley.edu</a> <a href="#">du</a>	<a href="http://alumni.berkeley.edu/events/alumni-house-rentals">http://alumni.berkeley.edu/events/alumni-house-rentals</a>
<b>ASUC EVENT SERVICES</b>  <i><u>INDOOR VENUES</u></i> <ul style="list-style-type: none"> <li>▪ Anna Head Alumnae Hall</li> <li>▪ Pauley Ballroom</li> <li>▪ Stephens Lounge</li> <li>▪ Kerr Lobby</li> <li>▪ Tilden</li> <li>▪ Bay View</li>   <li>▪ Anthony Hall - Grad Student &amp; Public space</li> <li>▪ Career Center – Public space only</li> </ul>	<a href="mailto:eventservices@berkeley.edu">eventservices@berkeley.edu</a>  <i><u>OUTDOOR VENUES</u></i> <ul style="list-style-type: none"> <li>▪ Barrows Courtyard</li> <li>▪ Campanile Esplanade</li> <li>▪ Dwinelle Plaza</li> <li>▪ Faculty Glade</li> <li>▪ Krober Plaza</li> <li>▪ Lower Sproul Plaza</li> <li>▪ Memorial Glade</li> <li>▪ Sather Gate Crescent</li> <li>▪ Savio Steps</li> <li>▪ Upper Sproul</li> <li>▪ VLSB Lawn</li> <li>▪ West Crescent</li> <li>▪ Wheeler Plaza</li> </ul>	<a href="http://eventservices.berkeley.edu/">http://eventservices.berkeley.edu/</a>
<b>BERKELEY ART MUSEUM AND PACIFIC FILM ARCHIVE THEATER</b>	<a href="mailto:bamparentals@berkeley.edu">bamparentals@berkeley.edu</a>	<a href="http://bampfa.org/about/facility-rental">http://bampfa.org/about/facility-rental</a>
<b>BOOTH AUDITORIUM, BOALT HALL SCHOOL OF LAW</b>	<a href="mailto:roomplanning@law.berkeley.edu">roomplanning@law.berkeley.edu</a> <a href="#">u</a>	<a href="https://www.law.berkeley.edu/room-reservations/">https://www.law.berkeley.edu/room-reservations/</a>
<b>BOTANICAL GARDEN</b> <ul style="list-style-type: none"> <li>▪ Conference Center</li> <li>▪ Julia Morgan Hall</li> <li>▪ Mather Redwood Grove &amp; Amphitheater</li> <li>▪ The Garden of Old Roses</li> </ul>	<a href="mailto:gardenrentals@berkeley.edu">gardenrentals@berkeley.edu</a>	<a href="http://botanicalgarden.berkeley.edu/rentals">http://botanicalgarden.berkeley.edu/rentals</a>

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<p><b>CALIFORNIA MEMORIAL STADIUM</b></p> <ul style="list-style-type: none"> <li>▪ University Club</li> <li>▪ Stadium Club</li> <li>▪ Chancellor's Box</li> <li>▪ Field Club</li> <li>▪ Goldman Plaza</li> </ul>	<p><a href="mailto:CMSevents@berkeley.edu">CMSevents@berkeley.edu</a></p>	<p><a href="http://www.californiamemorialstadium.com/">http://www.californiamemorialstadium.com/</a></p>
<p><b>CAL PERFORMANCES FACILITY RENTALS</b></p> <ul style="list-style-type: none"> <li>▪ Hearst Greek Theatre</li> <li>▪ Wheeler Auditorium</li> <li>▪ Zellerbach Auditorium</li> <li>▪ Zellerbach Playhouse</li> </ul>	<p><a href="mailto:events@calperfs.berkeley.edu">events@calperfs.berkeley.edu</a></p>	<p><a href="http://facilities.calperfs.berkeley.edu/rental.php">http://facilities.calperfs.berkeley.edu/rental.php</a></p>
<p><b>CLARK KERR CONFERENCE CENTER</b></p> <ul style="list-style-type: none"> <li>▪ Joseph Wood Krutch Theater</li> <li>▪ Garden Room</li> <li>▪ Warren Wilkerson Room</li> <li>▪ Johnson Room</li> <li>▪ John Kearney Room</li> <li>▪ Courtyard</li> </ul>	<p>Berkeley Events &amp; Conferences, <a href="mailto:meethere@berkeley.edu">meethere@berkeley.edu</a>, 642-4444</p>	<p><a href="http://eventsandconferences.berkeley.edu/">http://eventsandconferences.berkeley.edu/</a></p>
<p><b>CLASSROOM RESERVATIONS (Office of the Registrar)</b></p>	<p><a href="mailto:WeekendRes@Berkeley.edu">WeekendRes@Berkeley.edu</a></p>	<p><a href="http://sisproject.berkeley.edu/classroom/reservations">http://sisproject.berkeley.edu/classroom/reservations</a></p>



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<p><b>COLLEGE OF ENGINEERING</b></p> <p><u><i>BECHTEL ENGINEERING CENTER</i></u></p> <ul style="list-style-type: none"> <li>▪ Garbarini Lounge</li> <li>▪ Sibley Auditorium</li> <li>▪ Trefethen Terrace</li> <li>▪ Classroom 240</li> </ul> <p><u><i>HEARST MEMORIAL MINING BLDG</i></u></p> <ul style="list-style-type: none"> <li>▪ Banatao Room, 290</li> <li>▪ Moore Lobby</li> </ul> <p><u><i>O'BRIEN HALL</i></u></p> <ul style="list-style-type: none"> <li>▪ East Esplanade</li> </ul> <p><u><i>McLAUGHLIN HALL</i></u></p> <ul style="list-style-type: none"> <li>▪ East Entry Plaza</li> </ul>	<p><a href="mailto:coe-facilities@coe.berkeley.edu">coe-facilities@coe.berkeley.edu</a></p>	<p><a href="http://engineering.berkeley.edu/about/facilities">http://engineering.berkeley.edu/about/facilities</a></p>
<p><b>PEOPLE'S PARK</b></p>	<p>510-642-3255</p>	<p><a href="https://facilities.berkeley.edu/departments/peoples-park">https://facilities.berkeley.edu/departments/peoples-park</a></p>
<p><b>FACULTY CLUB</b></p>	<p><a href="mailto:events@berkeleyfacultyclub.com">events@berkeleyfacultyclub.com</a></p>	<p><a href="https://www.berkeleyfacultyclub.com/Default.aspx?p=DynamicModule&amp;pageid=346916&amp;ssid=249911&amp;vnf=1">https://www.berkeleyfacultyclub.com/Default.aspx?p=DynamicModule&amp;pageid=346916&amp;ssid=249911&amp;vnf=1</a></p>
<p><b>RECREATIONAL SPORTS FACILITY RENTALS</b></p> <ul style="list-style-type: none"> <li>▪ Blue Gym and Gold Gym at the Recreation Sports</li> <li>▪ Edwards Stadium Facility (RSF)</li> <li>▪ Kleeberger Field House</li> <li>▪ Golden Bear Rec Center</li> <li>▪ Golden Bear Softball Field</li> <li>▪ Maxwell Family Field</li> <li>▪ Strawberry Canyon Pool</li> <li>▪ Strawberry Canyon Recreation Area – Club House</li> </ul>	<p><a href="mailto:recschedule@berkeley.edu">recschedule@berkeley.edu</a></p>	<p><a href="https://recsports.berkeley.edu/rentals/">https://recsports.berkeley.edu/rentals/</a></p>

**UNIVERSITY OF CALIFORNIA, BERKELEY**  
**Policy on Major Events Hosted by Non-departmental Users**

<p><b>HAAS SCHOOL OF BUSINESS FACILITY RENTALS</b></p> <ul style="list-style-type: none"> <li>▪ Arthur Andersen Auditorium</li> <li>▪ Bank of America Forum</li> <li>▪ Courtyard</li> <li>▪ Wells Fargo Room</li> </ul>	<p><a href="mailto:roomres@haas.berkeley.edu">roomres@haas.berkeley.edu</a></p>	<p><a href="http://www.haas.berkeley.edu/facilities/rooms/roomrentals.html">http://www.haas.berkeley.edu/facilities/rooms/roomrentals.html</a></p>
<p><b>INTERNATIONAL HOUSE</b></p>	<p><a href="mailto:ihevents@berkeley.edu">ihevents@berkeley.edu</a></p>	<p><a href="http://ihouse.berkeley.edu/events/">http://ihouse.berkeley.edu/events/</a></p>
<p><b>JACOBS HALL</b></p>	<p><a href="mailto:jacobsinstitute@berkeley.edu">jacobsinstitute@berkeley.edu</a></p>	<p><a href="http://jacobsinstitute.berkeley.edu/our-space/rent/">http://jacobsinstitute.berkeley.edu/our-space/rent/</a></p>
<p><b>LAWRENCE HALL OF SCIENCE</b></p>	<p><a href="mailto:hallrentals@berkeley.edu">hallrentals@berkeley.edu</a></p>	<p><a href="http://www.lawrencehallofscience.org/visit/facility_rental">http://www.lawrencehallofscience.org/visit/facility_rental</a></p>
<p><b>RESIDENCE HALLS Conference Services (summer only)</b></p> <p><b><u>Unit 1</u></b></p> <ul style="list-style-type: none"> <li>▪ Freeborn, Putnam, Deutsch, and Cheney Hall, Central, Christian Hall, Slotman Hall</li> </ul> <p><b><u>Unit 2</u></b></p> <ul style="list-style-type: none"> <li>▪ Cunningham, Davidson, Griffiths, Ehrman Hall, Wada Hall, Towle Hall</li> </ul> <p><b><u>Unit 3</u></b></p> <ul style="list-style-type: none"> <li>▪ Norton, Spens-Black, Priestley, Ida Sproul Hall, Beverly Cleary, Rec Room, Library</li> </ul> <p><b><u>Unit 4</u></b></p> <ul style="list-style-type: none"> <li>▪ Foothill &amp; Stern (multiple rooms)</li> </ul>	<p><a href="mailto:meethere@berkeley.edu">meethere@berkeley.edu</a></p>	<p><a href="http://conferenceservices.berkeley.edu/">http://conferenceservices.berkeley.edu/</a></p>
<p><b>PHOEBE HEARST MUSEUM</b></p>	<p><a href="mailto:pahma-rentals@berkeley.edu">pahma-rentals@berkeley.edu</a></p>	<p><a href="http://hearstmuseum.berkeley.edu/community/rentals">http://hearstmuseum.berkeley.edu/community/rentals</a></p>
<p><b>SUTARDJA DAI HALL</b></p>	<p><a href="mailto:rooms@citris-uc.org">rooms@citris-uc.org</a></p>	<p><a href="http://citris-uc.org/reserve-a-room/">http://citris-uc.org/reserve-a-room/</a></p>

# EXHIBIT B

**UCPD Fee Schedule for Events Scheduled through ASUC Event Services or the Registrar<sup>1</sup>**

**Minimum Security Required for Events<sup>2</sup>**

Type of Event	Venue Capacity	Venue Staffing	If Event Involves Cash Handling <sup>3</sup>	If Metal Detector are requested by event sponsor
Dance <sup>4</sup>	< 50	1 SPO	1 Officer at minimum	2 CSOs per unit
	50 - 300	2 SPO		
	> 300	1 Ofc., 4 SPO		
Concert	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		
Lecture / Speeches	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		
Conference	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		
Ceremony	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		
Social	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		
Celebration	< 50	No Charge	1 Officer at minimum	2 CSOs per unit
	50 - 300	No Charge		
	> 300	No Charge		

**UCPD Current Recharge Rates<sup>5</sup>**

Assigned Staff	Minimum Hourly Charge	Recharge Rate
Police Sergeant <sup>6</sup>	3 hours	\$235.50 / hr.
Police Officer	3 hours	\$213.00 / hr.
Security Patrol Officer (SPO)	4 hours	\$82.50 / hr.
Community Service Officer (CSO)	Not Applicable	\$36.00 / hr.

<sup>1</sup> When facility to be used by a Registered Student Organization (RSO).

<sup>2</sup> Requirement is a minimum for staffing and does not include fees for increased UCPD services requested by the event sponsor. Venue mandated security, such as after-hour use of Banatao Auditorium in the Sutardja Dai Hall, is a separate requirement from UCPD Fee Schedule. Event sponsors should independently confirm whether the location that the event sponsor is considering reserving mandates security in excess of that set forth in this UCPD Fee Schedule.

<sup>3</sup> Officer duties will be isolated to security of cash only.

<sup>4</sup> For dances only, perimeter security will be required when an event sponsor (or a predecessor organization) has on previous occasion demonstrated an inability to self-secure event. These fees will not be charged to event sponsors who have a demonstrated record of securing their dances or when an event sponsor (and its predecessor organizations) have never produced a dance event.

<sup>5</sup> UCPD recharge rates increase annually at the start of each fiscal year due to increased salary and benefit costs.

<sup>6</sup> Events requiring 4 or more police officers will require a police sergeant to be assigned.