



OAKPORT PROPERTY RENTAL 2026 LEASE INFORMATION

11± acres of the EBMUD Oakport Property is available for temporary, short-to-medium term leases on a 'first come-first served' basis to qualified parties.

GENERAL LEASE REQUIREMENTS:

- o 2026 Lease Rate \$0.33/sq.ft./month
- o Non-Refundable Application Fee \$600.00
- o Security Deposit in the form of a Cashiers Check \$10,000.00
- o Applicable City of Oakland Land Use Permits
- o Commercial General & Auto Liability, Pollution Liability and Workers Compensation Insurance (must be on EBMUD forms)

PROPERTY CONDITION:

Natural, relatively flat dirt lot, rented 'as-is'.

SECURITY FENCING:

- o 4' high fencing in place along Oakport Street boundary of property. Lessee is responsible for site security and installation of temporary fencing around the perimeter of the leased area.
- o Lessee responsible for the installation and removal of its own locks on the access gate to the Property.

UTILITIES:

- o Electrical Lessee responsible at its own cost and expense.
- o Water Temporary hydrant meters are available for non-potable uses such as dust control.
- o No sewer available Lessee responsible for porta-johns at its own cost and expense.
- o No refuse collection Lessee responsible for collection and removal of all refuse at its own cost and expense.

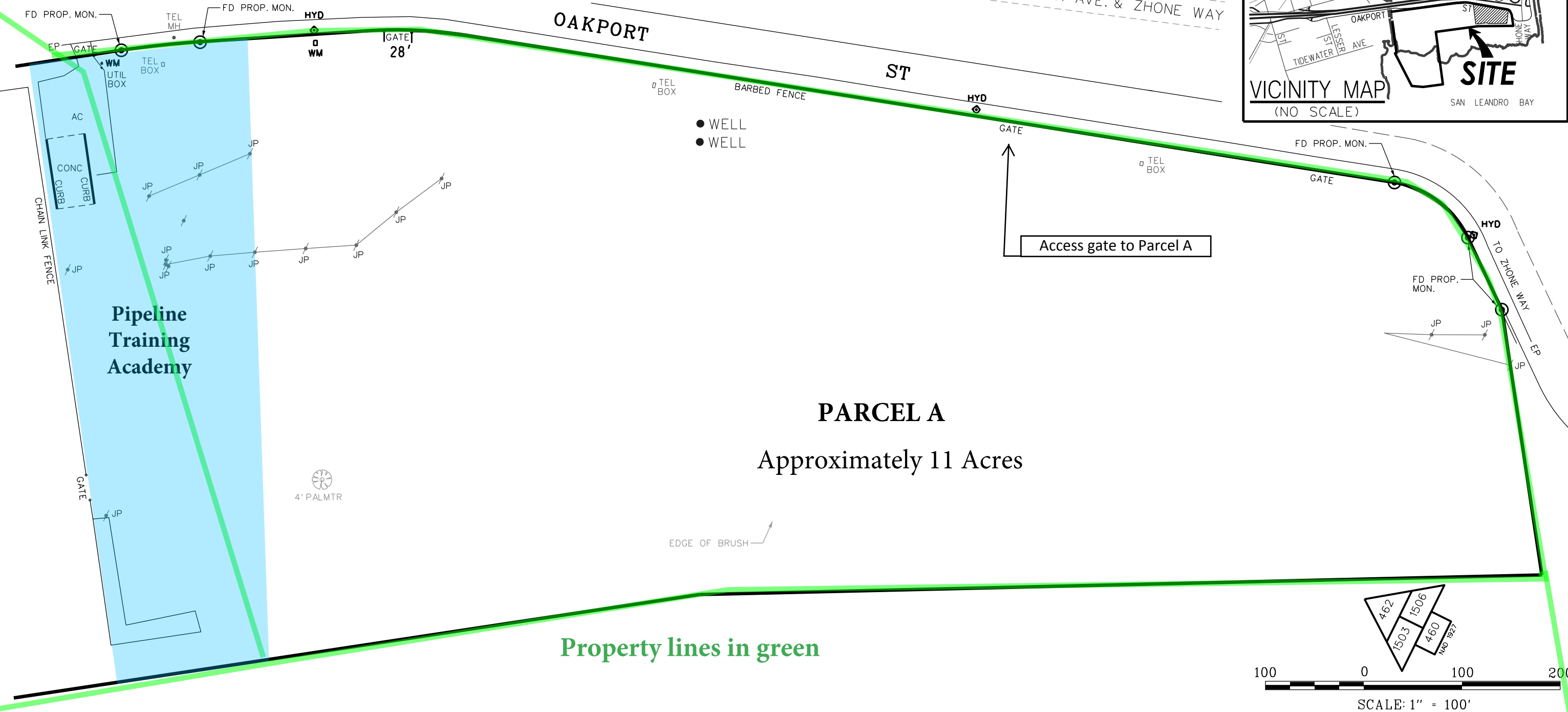
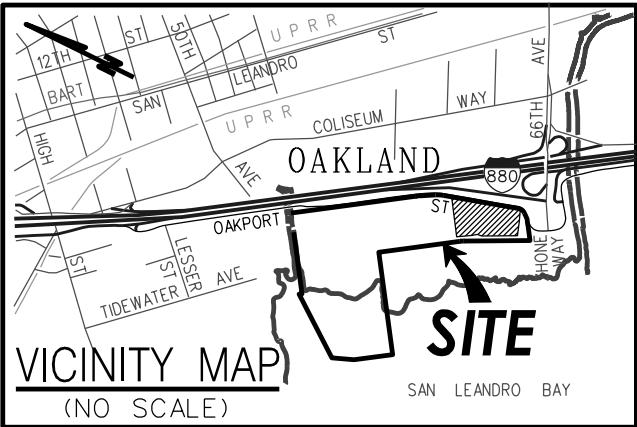
For more information, please contact:

Lea Andalis
(510) 287-1017

lea.andalis@ebmud.com

NIMITZ 880 Fwy

1009822



REFERENCES:

- 1. E.B.M.U.D. DRAWINGS: 3816-B, & 4695-G.
- 2. E.B.M.U.D. PROPERTY NO. 548, RE: 1188, IM: 608, 4/28/1964.

EXHIBIT A

NO.	DATE	REVISION	BY	REC.	APP.				

DRAWN BY C. CHOU
CHECKED BY R. HOLMAN
APPROVED SURVEYING SUPVR.
L.S. NO.

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

PROPERTY

OAKPORT LEASE AREAS-REVISED

CITY OF OAKLAND - ALAMEDA COUNTY

STRUCTURE, PROJ. CODE, OR ZONE DESIGNATION

SCALE 1" = 100'

DATE 9 DECEMBER 2014

3836-B

File No: _____

**APPLICATION FOR USE OF EBMUD PROPERTY
OR REQUEST FOR INFORMATION**

(Please complete this form with as much information as possible. Incomplete applications cannot be processed and will result in delays in the District's response time.)

APPLICANT NAME: _____

FIRM (if applicable): _____

ADDRESS: _____

PHONE: Home: _____ Cell: _____

ADDRESS/LOCATION OF EBMUD PROPERTY (Street address, Map exhibit or Assessor's Parcel Number):

USE REQUESTED (Give a complete description of your project. Attach an extra sheet, if necessary):

ARE OTHER COUNTY/CITY APPROVALS OR PERMITS REQUIRED? YES NO

If yes, please give details:

Under the California Environmental Quality Act (CEQA) your request to use EBMUD property may be considered a project which requires completion of environmental documentation. Has any type of environmental documentation (Negative Declaration or Environmental Impact Report) already been completed for this project? If so, please submit a copy of that documentation, highlighting the area(s) which specifically deal with your requested use of EBMUD property.

ADDITIONAL COMMENTS/REMARKS:

NOTE: If your project involves any soils studies, engineering plans or environmental documentation, these documents must be attached in duplicate with this application.

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKPORT PROPERTY RENTAL - ADDITIONAL INFORMATION

Date:

Applicant:

Company:

Address:

Email:

Phone:

Acreage required (inc. preferred shape of rental area):

Dates of operation (inc. setup and packdown):

Hours of operation (eg. 7am - 5pm):

Description of property use (eg. vision, goal, examples of experience with similar uses):

Estimated number of attendees:

Food and drink vendors - Y/N:

- *Alcohol - Y/N (if yes, please list types):*
- *Food vendors (eg. food trucks, mobile kitchens etc.):*
- *Other beverages or hospitality:*
- *Area required:*

Entertainment - Y/N:

- *Types of entertainment:*
- *Area required:*

Utilities required - Y/N:

- *Types of utilities needed:*
- *Contact made with respective provider - Y/N*

Temporary structures, site improvements, other installations - Y/N:

- *Details regarding temporary improvements:*
- *Area required:*

Site security (EBMUD is not responsible for providing event or site security):

Parking spaces (no. of spaces and area required):

Are County or City approvals or permits required - Y/N:

Under the California Environmental Quality Act (CEQA) your request to use EBMUD property may be considered a project which requires completion of environmental documentation. Has any type of environmental documentation (Negative Declaration or Environmental Impact Report) already been completed for this project? If so, please submit a copy of that documentation, highlighting the area(s) which specifically deal with your requested use of EBMUD property.

Any other relevant information to accompany application:

NOTE: If your project involves any soils studies, engineering plans or environmental documentation, these documents must be attached in duplicate with this application.

EXHIBIT "B"

INSURANCE REQUIREMENTS

I. Provisions Applicable to All Required Insurance

A. Beginning on the Effective Date of the Lease and through the Term of the Lease, including any Extended Terms as defined in the Lease, Lessee shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. Lessee shall provide Verification of Insurance as required by this Lease by providing the completed Verification of Insurance as requested below signing and submitting this **Exhibit "B"** to Lessee. **Exhibit "B"** may be signed by an officer of Lessee (Agent) or by the Insurance Broker for Lessee. Lessee shall update **Exhibit "B"** throughout the specified term of the insurance required by this Lease by resubmitting the completed **Exhibit "B"** prior to the expiration date of any of the required insurance. The updated **Exhibit "B"** shall become a part of the Lease but shall not require a change order to the Lease.

C. Lessee shall carry and maintain the minimum insurance requirements as defined in this Lease. Lessee shall ensure that its independent contractors maintain, appropriate insurance coverage and limits required in this Lease to the extent they apply to the scope of the services to be performed by any party acting on Lessee's behalf.

D. Acceptance of verification of Insurance by Lessor shall not relieve Lessee of any of the insurance requirements, nor decrease liability of Lessee.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Lease.

F. Any self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by Lessor.

G. At the option and request of Lessor, Lessee shall provide documentation of its financial ability to pay the self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by Lessor or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by Lessor, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A-V.

J. Lessee shall defend Lessor and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Lease.

L. Insurance must be maintained and updated Verification of Insurance be provided to Lessor before the expiration of insurance by having Lessee's insurance broker or agent update, sign and return **Exhibit "B"** to Lessor's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to Lessor for at least three (3) years after expiration of this Lease.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Lease or the start of any Services related to this Lease, Lessee must purchase an extended reporting period for a minimum of three (3) years after expiration of the Lease.

N. In the event of a coverage dispute arising from a claim, the District may request a copy of the applicable policies' giving rise to such dispute which shall be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. Lessee agrees to provide immediate Notice to the DISTRICT of any loss or claim against Lessee arising out of, pertaining to, or in any way relating to this Lease, or Services performed under this Lease. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. Lessee agrees, upon request by the DISTRICT, to provide complete and endorsements within 10 days of such request.

R. It is Lessee's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Lease shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. **Notice of Cancellation/Non-Renewal/Material Reduction** The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by LESSEE, should Lessee breach its obligations to maintain the required coverage and limits set forth in this Lease. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Lessee's insurance broker or agent update, sign and return this **Exhibit "B"**.

II. Workers' Compensation and Employer's Liability Insurance Coverage

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. Lessee's insurance shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute to it.

C. If there is an onsite exposure of injury to Lessee or any party acting on Lessee's behalf under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If Lessee is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, Lessee must return the completed Verification of Insurance confirming that Lessee has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If Lessee is self-insured with respect to Workers' Compensation coverage, Lessee shall provide to Lessor a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of Lessor as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that Lessee and each insurer waive any and all rights of recovery by subrogation, or otherwise, against Lessor, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. Lessee shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to Lessee's failure to provide waiver of subrogation from the insurance carrier for claims arising out of Lessee's use, occupancy, or operations under this Lease.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

☐ By checking the box and signing below, I hereby verify that the Lessee is exempt from the State of California's requirement to carry workers' compensation insurance.

As the Lessee's insurance broker/agent, I hereby verify that I have reviewed and confirmed that Lessee carries workers' compensation insurance as required by this Lease, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent (Print Name): _____

Insurance Broker or Agent's Signature: _____

III. Commercial General Liability Insurance (“CGL”) Coverage

- A. Lessee’s insurance shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute to it.
- B. The insurance requirements under this Lease are the minimum coverage and limits required of Lessee. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Lease are sufficient to cover the obligations of the Lessee.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis.
- E. Coverage for products-completed operations, must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any work performed by Lessee and/or independent contractor and/or any party acting on Lessee’s behalf under this Lease.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all leased Premises and operations in any way related to this Lease.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Lessee or on Lessee’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by Lessee under this Lease as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that Lessee and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against Lessor, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. Lessee shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from Lessee’s failure to provide the waiver of subrogation from its insurance carrier(s) for claims arising out of Lessee’s use, occupancy, or operations under this Lease.
- K. “Independent Contractor’s Liability.” Lessee shall maintain, or ensure that its independent contractors maintain, appropriate insurance coverage and limits for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Lease.

To the fullest extent permitted by law, Lessor, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from the Premises, and ongoing and completed operations performed by or on behalf of Lessee under this Lease.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that Lessee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the Lessee’s insurance broker/agent, I hereby verify that I have reviewed and confirmed that Lessee carries Commercial General Liability insurance, as required by this Lease, including the relevant provisions applicable to all required insurance:

Self-Insured Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent (Print Name) : _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

Lessee's insurance shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute to it.

- A. The insurance requirements under this Lease are the minimum coverage and limits required of Lessee. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Lease are sufficient to cover the obligations of Lessee.
- B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000
- C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile.

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

- D. If Lessee is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- E. If Lessee's work or performance under this Lease exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to Lessee's or any party acting on behalf of Lessee's performance under this Lease, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the Lessee's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Lease. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
- F. To the fullest extent permitted by law, Lessor, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, ongoing and completed operations by or on behalf of Lessee, in any way related to work performed under this Lease.
- G. A severability of interest provision must apply for all the Additional Insureds, ensuring that Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As Lessee's insurance broker/agent, I hereby verify that I have reviewed and confirmed that Lessee carries Business Automobile Liability insurance, as required by this Lease, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent (Print Name): _____

Insurance Broker or Agent's Signature: _____

V. Pollution Liability Insurance Coverage – INTENTIONALLY DELETED

VI. Excess and/or Umbrella Liability Insurance Coverage

- A. Lessee's insurance shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute to it.
- B. The insurance requirements under this Lease are the minimum coverage and limits required of Lessee. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Lease are sufficient to cover the obligations of Lessee.
- C. Minimum Requirements: It is expressly understood by the parties that Lessee's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Lease.
 - 1. Coverage for ongoing and completed operations performed under this Lease must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any work performed under this Lease and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Lease.
 - 2. Coverage shall be included for all premises and operations in any way related to this Lease.
 - 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 - 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Lessee's independent contractor and/or any party acting on Lessee's behalf.
 - 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by Lessee under this Lease as an "insured contract."
 - 6. "Independent Contractor's Liability." Lessee shall maintain, or ensure that its independent contractors maintain, appropriate insurance coverage and limits for liability and/or damage arising out of, pertaining to, or in any way related to work performed under this Lease.
 - 7. To the fullest extent permitted by law, Lessor, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies on a follow-form basis to the scheduled underlying policies required in this Lease. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of Lessee, in any way related to work performed under this Lease.
 - 8. A severability of interest provision must apply for all the Additional Insureds, ensuring that Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
 - 9. Lessee and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against Lessor, its directors, officers, officials, employees, agents, and volunteers, and Lessee shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. Lessee shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s) for claims arising out of Lessee's use, occupancy, or operations under this Lease.

Verification of Excess and/or Umbrella Liability Insurance Coverage

As Lessee's insurance broker/agent, I hereby verify that I have reviewed and confirmed that Lessee carries Excess and/or Umbrella Liability insurance, as required by this Lease, including the relevant provisions applicable to all required insurance.

Self-Insured Amount: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent (Print Name): _____

Insurance Broker or Agent's Signature: _____