



SPECIAL USE PERMIT

This Special Use Permit (the “Permit”) is made as of the date last signed below between **THE PRESIDIO TRUST**, a wholly-owned government corporation (the “Trust”) and _____ (“Permittee”) with respect to the temporary use of portions of certain meeting and/or event facilities at the Presidio of San Francisco (the “Premises”) as more specifically described below.

1. Basic Permit Information. The following is a summary of basic terms and conditions of this Permit. If there is a conflict between this Section 1 and any more specific provision of this Permit, the more specific provision shall control.

Premises:		Permit Number:	
Use:		Client Number:	
Date(s):		Service Order Number:	
Time(s):		Trust Event Specialist:	
Permittee’s Name:		Location and Rental Fee:	
Address:		Additional Hours:	
City, State:		Other Charges:	
Zip Code:		Security Deposit:	
SSN/TIN# (Required):			
Telephone:			
Email:			
<i>Failure to return the signed Permit by _____ may be cause for cancellation of your event date.</i>		<Booking Fee Received>	<\$350.00>
		Total Due	
Max number of approved guests:			

2. Use of the Premises. Subject to the terms and conditions of this Permit, in exchange for, among other things, paying the fees, charges and deposits required pursuant to the terms and conditions of this Permit, the Trust shall allow Permittee to use the designated portions of the Premises for the Use described in Section 1 above on the Dates and during the Times described in Section 1 above. Permittee shall not permit more than the maximum number of approved guests at its events. Having inspected the Premises (or being entitled to have had the opportunity to do so), and having reviewed the floor plans, which are located at: www.presidio.gov/venues, Permittee shall accept the Premises in its existing “as is” condition, having determined that the Premises shall satisfy its intended Use. Permittee specifically acknowledges that the Premises may contain asbestos, mold, lead-based paint and/or other hazardous conditions. The Trust reserves the right to enter the Premises during the Times for any reason, including to determine whether Permittee is complying with the terms and conditions of this Permit.

3. Payments. Permittee shall make payments required pursuant to this Permit, and in accordance with Part 2 of the Rules for Meetings, Events and Catering (which are be located at: www.presidio.gov/venues).

4. Use and Compliance with Law. Permittee may use the Premises solely for the Use described in Section 1 above and for no other purpose whatsoever. Permittee shall comply, and shall cause all Permittee’s Parties to comply, with all applicable statutes, regulations, requirements, licenses, rules, guidelines, ordinances, codes, permits, orders, decrees, and the like relating to or affecting this Permit, the Premises, Permittee and/or its Permittee’s Parties, including, without limitation, the Presidio Trust Act and its regulations: <http://www.presidio.gov/presidio-trust/planning/Pages/public-documents.aspx>, and the Freedom of Information Act (see Part 9 of the Rules for Meetings, Events and Catering, which are be located at: www.presidio.gov/venues). The laws of the United States shall govern the validity, construction and

effectiveness of this Permit. Permittee consents to jurisdiction in the United States District Court for the Northern District of California, San Francisco Division, and waives any claim that such court is not a convenient forum.

5. Force Majeure; Utility Services. The Trust shall not be liable for any failure to perform any act related to this Permit when such failure is caused by a Force Majeure occurrence. “Force Majeure” means any fire or other casualty, strikes, lockouts or other labor disturbances, power shortages or outages, embargo, acts or omissions by third parties, extraordinary unavailability of materials or supplies, act of terrorism, riot or war. Further, the Trust shall have no liability for any interruption of, or failure to provide, utilities or other related services.

6. Permittee’s Surrender Obligations. On or before expiration of the Time, Permittee, at its sole cost and expense, shall surrender the Premises in the manner required in Part 5 of the Rules for Meetings, Events and Catering (which are located at: www.presidio.gov/venues).

7. Indemnity; Waiver.

Permittee shall defend, indemnify and hold harmless the United States of America, Permittee, and its directors, officers, employees, contractors, and agents (collectively, including the Trust, the “Trust’s Parties”) from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, losses, costs and expenses, including without limitation, court costs and attorneys’ fees arising from or relating to any loss of life, damage or injury to person, property or business occurring in or from the Premises, or caused by or in connection with any violation of this Permit or use of the Premises or the Presidio by, or caused by or in connection with any other act or omission of, Permittee’s directors, officers, employees, agents, contractors, caterers, licensees, invitees, visitors, and others for whom Permittee is responsible (collectively, including Permittee, the “Permittee’s Parties”).

Permittee (on behalf of the Permittee’s Parties), as a material part of the consideration for this Permit, waives any and all claims against the Trust’s Parties for damages by reason of any death of or injury to any person or persons, including any of the Permittee’s Parties or any other third persons, in or about the Premises or the Presidio, or any damage, destruction and/or injury to property of any kind whatsoever and to whomsoever belonging, including, without limitation, property of any of the Permittee’s Parties, arising at any time and from any cause other than solely by reason of the fraud, willful injury, or violation of applicable law by the Trust, while in, upon, or in any way connected with the Premises or the Presidio.

Permittee (on behalf of the Permittee’s Parties) agrees that this Section 7 shall survive termination and/or expiration of this Permit.

8. Insurance. Permittee shall comply with (and shall cause its other Permittee’s Parties to comply with) the insurance requirements set forth in Part 3 of the Rules for Meetings, Events and Catering (which are located at www.presidio.gov/venues).

9. Alcoholic Beverages; Catering. In the event that service of alcoholic beverages are permitted by the Trust, Permittee shall comply with (and shall cause its other Permittee’s Parties to comply with) the requirements regarding the service of alcoholic beverages set forth in Parts 3 and 6 of the Rules for Meetings, Events and Catering (which are located at: www.presidio.gov/venues). In the event that Permittee elects to use a caterer for its event, Permittee shall comply with (and shall cause its caterer to comply with) the requirements regarding catering set forth in Parts 3 and 6 of the Rules for Meetings, Events and Catering.

10. Cancellation for Violation. If Permittee violates the terms and conditions of this Permit, the Trust, in addition to any other remedies available to it under this Permit, at law, in equity or otherwise, may immediately cancel this Permit, and Permittee shall promptly surrender the Premises in accordance with the terms and conditions of this Permit. Permittee acknowledges and agrees that if the Trust cancels this Permit pursuant to this Section 10, the Trust shall be entitled to retain any remaining portion of the Security Deposit that has not otherwise been used to satisfy any of Permittee’s obligations herein. Further, in the event that the Trust cancels this Permit pursuant to this Section 10, Permittee acknowledges and agrees that the Trust may retain the Booking Fee described in Section 1 and all other fees and charges paid by Permittee to the Trust pursuant to the terms and conditions of this Permit.

11. General Provisions.

(a) **No Assignment.** Permittee may not assign this Permit, nor grant any other interest, privilege, permit, license or any other right in connection with this Permit to any third party, without the Trust's prior written consent, which the Trust may withhold in its sole and absolute discretion.

(b) **No Commissions.** Permittee warrants that it shall pay and be solely responsible for any brokerage, finder's fee, percentage, contingent or other fee or commission due in connection with this Permit.

(c) **Entire Permit.** Except as may otherwise be agreed in writing, this instrument, together with the Rules for Meetings, Events and Catering, which is incorporated by reference, constitutes the entire Permit between the Trust and Permittee with respect to the subject matter of this Permit and supersedes all prior offers and negotiations, oral or written. This Permit may not be amended in any respect except by an instrument in writing signed by both parties.

(d) **Due Authority.** The person(s) signing on behalf of Permittee represent that he/she has the right, power, legal capacity and authority to execute and deliver this Permit and no approval or consent of any person that has not been obtained is required in connection with the same.

(e) **Joint and Several Liability.** Each person and/or entity executing this Permit as "Permittee" shall be jointly and severally liable for Permittee's obligations herein.

12. Security Deposit. Without limiting such other rights and remedies as may be available to the Trust, Permittee acknowledges and agrees that the Trust shall be entitled to hold, use and apply the Security Deposit for the full and timely performance of Permittee's obligations under this Permit, including without limitation, to reimburse the Trust for additional cleaning costs that may arise when the Premises is surrendered by Permittee. The use or application of the Security Deposit by the Trust shall not be construed as liquidated damages. If the Trust uses all or any portion of the Security Deposit, Permittee shall replenish the full amount used within three (3) days after written demand by the Trust. Subject to the terms and conditions of this Permit, the Trust agrees that any unused portion of the Security Deposit shall be refunded to Permittee within sixty (60) days after Permittee has surrendered the Premises, or cancelled this Permit, in accordance with this Permit.

13. Rules for Meetings, Events and Catering. Permittee (on behalf of the Permittee's Parties) agrees that the Permittee's Parties shall comply with the Rules for Meetings, Events and Catering, which are located at: www.presidio.gov/venues and which, among other things, address payment information, insurance requirements, event logistics, general rules of conduct, and catering and alcohol requirements. Permittee specifically acknowledges that the Rules for Meetings, Events and Catering may be revised from time to time by the Trust in its sole and absolute discretion and that Permittee shall review the Rules for Meetings, Events and Catering from time to time to ensure that its intended Use of the Premises complies with the Rules for Meetings, Events and Catering. In the event that the Trust revises its Rules for Meetings, Events and Catering after the date last set forth below, Permittee's sole remedy shall be to elect to terminate this Permit as and to the extent permitted pursuant to Section 14 below.

14. Cancellation.

Provided that Permittee is not then in default of the terms and conditions of this Permit, Permittee may elect to cancel this Permit prior to the date of the event by delivering unconditional written notice to the Trust. In the event that Permittee elects to cancel this Permit pursuant to this Section 14, Permittee agrees that: (i) the Booking Fee described in Section 1 above is non-refundable, (ii) all fees and charges payable by Permittee are non-refundable if Permittee cancels this Permit at any time that is one hundred eighty (180) days or less before the date of the event, and (iii) notwithstanding the foregoing, the Security Deposit shall be used or returned in accordance with Section 12 above.

This Permit shall not be construed as a grant of permanent interest or as a permanent right-of-way or abandonment by the Trust of use and occupancy, but shall be considered only a temporary grant of use of the Premises revocable by the Trust at any time. Without limiting such rights and remedies as may be available in Section 10 above, in the event the Trust deems it necessary to cancel this Permit in whole or in part, except with respect to all fees and charges paid by Permittee pursuant to Section 1 of this Permit, neither the Trust nor any of the other Trust's Parties shall be liable for any damages or losses occasioned thereby, including, without limitation, with respect to any lost income, profit, event expenses, caterers' costs, wages, consequential damages or other damages or losses that may be claimed.

SAMPLE

Permittee hereby applies for a Special Use Permit for the use, date, times and designated facilities described above. If the application is approved, Permittee agrees to comply with all the terms and conditions of the Permit.

Permittee specifically acknowledges reviewing and agreeing to comply with the Rules for Meetings, Events and Catering, which are located at: www.presidio.gov/venues.

Permittee specifically acknowledges reviewing and accepting the cancellation provisions set forth in Section 14 of this Special Use Permit.

PERMITTEE

PRINT: _____

By: _____

Name: _____

Title: _____

Date: _____, 20__

The Presidio Trust hereby approves this application for a Special Use Permit.

THE PRESIDIO TRUST

By: _____
Karen Maggio, Director of Hospitality

Date: _____, 20__

RULES FOR MEETINGS, EVENTS AND CATERING

PART 1 – EMERGENCY ASSISTANCE

Contact the U. S. Park Police - Presidio Dispatch for emergency assistance at either **911** or **(415) 561-5656** from a land line. From a cell phone, please call **(415) 561-5656**. Calling **911** using a cell phone may result in the call being routed to Vallejo Highway Patrol dispatch which may delay emergency assistance.

PART 2 – PAYMENT INFORMATION

1. BOOKING FEE; PRELIMINARY RESERVATIONS: As approved by the Trust, a potential Permittee may reserve Dates, Times, and Premises by paying a non-refundable reservation booking fee in the amount of **\$350.00** and by completing a reservation form, provided that any preliminary reservation shall be limited to a period of not more than fourteen (14) days. The Trust shall apply the reservation booking fee against any subsequent Permit fees.

2. PERMIT FEES AND SECURITY DEPOSIT: Upon receipt of a Permit, Permittee must return the signed Permit on or before the date specified for return of the Permit in Section 1 of the Permit, along with such fees, charges, and deposits as may be required therein, and Permittee must pay all remaining fees, charges and deposit money at least 180 days prior to the date of the event. If this Permit is executed by Permittee less than 180 days prior to the event date, Permittee must pay all fees, charges and deposit money to the Trust along with the returned Permit. Fees, charges and deposit money not received by the applicable due date(s) are cause for immediate cancellation of the Permit by the Trust.

3. SIGNED PERMIT AND CONFIRMATION OF RESERVATION: Signed permits should be emailed to the Sales and Coordination Specialist or mailed to: Presidio Trust, PO Box 29052, San Francisco, CA 94129. If a Permit is not received by the stated due date, the Trust may cancel a reservation and elect not to issue a Permit. A reservation is not confirmed until a duly authorized representative of the Trust has executed a Permit and notified the Permittee thereof.

4. CREDIT CARDS: To make a payment using a credit card or ACH, Permittee must address the following:

(a) Credit card/ACH payments can be made at <https://www.pay.gov/public/form/start/28451111/>

(b) The following information will be needed to make payment:

- **Account Number** – located on Page 1 of the Special Use Permit (zeros [0000] must be used during entry)
- **Service Order Number** – located on Page 1 of the Special Use Permit

(c) Receipt for Payment – please send a copy of the receipt to your Sales and Venue Specialist.

5. CHECKS: To make a payment by check, Permittee must address the following:

(a) Make the check payable to ‘**The Presidio Trust**’

(b) Indicate on the check the following:

- Event Date(s)
- Permit Number (See Page 1 of the Permit)

(c) Mail the check to:

**The Presidio Trust
Attention: Hospitality
PO Box 29052
San Francisco, CA 94129-0052**

PART 3 – INSURANCE REQUIREMENTS

1. PERMITTEE’S TULIP: At Permittee’s sole cost and expense, Permittee shall obtain and maintain a Tenant User Liability Insurance policy (a “TULIP”) through the designated insurance company, One Beacon. To purchase a TULIP, Permittee must apply on-line at <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>. Permittee acknowledges that some uses and event types may not be covered under a TULIP and that Permittee shall assess its own risk management requirements, without reliance upon the Trust or its TULIP requirement.

2. ADDITIONAL REQUIREMENTS: The Trust reserves the right to cancel a Permit if a Permittee has not obtained insurance satisfactory to the Trust. Further, the Trust reserves the right to impose additional insurance requirements as the Trust may elect to impose in its sole and absolute discretion. Permittee acknowledges that any obligations set forth in the Permit (including any obligation to indemnify the Trust) shall not be limited by any insurance limits or other insurance coverage exclusions.

3. EVIDENCE OF INSURANCE: Permittee shall deliver satisfactory evidence of insurance to the Trust’s Sales and Coordination Specialist at least ninety (90) days prior to the event date or upon execution of the Permit (if the Permit is executed within ninety (90) days of the event date).

4. OTHER INSURANCE: With the Trust’s prior approval, at Permittee’s sole cost and expense, Permittee shall deliver evidence satisfactory to the Trust (including, without limitation, if requested, certified copies of all insurance policies) that it satisfies the following insurance requirements in lieu of obtaining and maintaining a TULIP:

- (a) Permittee shall maintain commercial general liability insurance insuring against, among other things, claims for bodily injury (including death), property damage, and premises damage liability occurring upon the Premises or areas adjacent thereto, such insurance to afford protection in an amount not less than One Million Dollars (\$1,000,000) per each occurrence including contractual liability (which includes coverage of the indemnity obligations of Permittee under the Permit).
- (b) Liability insurance required hereunder shall name the United States of America, the Presidio Trust, and its officers and directors, and any additional parties specified by the Trust, as additional insureds.
- (c) Liability insurance required hereunder must be issued by one or more companies of recognized responsibility licensed to do business in the State of California, must be primary insurance with respect to any insurance or self-insurance programs afforded to the Trust, and must declare satisfactory deductibles or self-insured retentions.

5. CATERERS; LIQUOR LIABILITY INSURANCE:

- (a) At its sole cost and expense, a caterer shall deliver satisfactory evidence to the Trust (including, without limitation, if requested, certified copies of all insurance policies) that it satisfies the following insurance requirements: (i) commercial general liability insurance (for such amounts and upon such terms as otherwise required for Permittee in Section 4 above), (ii) business auto liability insurance covering owned, non-owned and hired vehicles for bodily injury and property damage (in an amount not less than One Million Dollars (\$1,000,000) per each occurrence and naming the Trust and any additional parties specified by the Trust as additional insureds), and (iii) workers’ compensation insurance (in accordance with California law and waiving subrogation against the Trust and any additional parties specified by the Trust); provided, however, that if the caterer engages only independent contractors to participate in the delivery of catering services and uses no employees to deliver catering services at the event, the Trust will not require proof of workers’ compensation insurance.
- (b) Additionally, if alcoholic beverages are being served, poured and/or sold, at its sole cost and expense, the caterer shall deliver evidence satisfactory to the Trust that it maintains a “Full Liquor Liability” insurance policy to afford protection in an amount not less than One Million Dollars (\$1,000,000) per each occurrence. Such insurance shall satisfy the requirements set forth in Sections 4(b) and 4(c) above.

PART 4 – EVENT LOGISTICS

- 1. PERMITTEE CONTACT:** Permittee will specify one main contact for the event. This individual should be someone with authority to supervise guests and act as a liaison with the Trust.
- 2. EVENT INFORMATION:** No later than thirty (30) days prior to the event, Permittee will provide the Trust's Venue Sales and Coordination Specialist a complete list of vendors who will be on-site during the event, the Event or Meeting Information Form, the Equipment Request Form and a proposed floor plan.
- 3. DELIVERIES:** All deliveries and pick-ups must be scheduled in advance with the Trust's Venue Sales and Coordination Specialist. Additional fees may apply.
- 4. RENTAL EQUIPMENT/STORAGE:** No rental equipment may be delivered earlier than the start of permitted time and must be removed upon termination of the permitted Time(s) (as set forth in the Permit).
- 5. PRIVATE SECURITY:** Permittee may utilize unarmed private security services for the meeting or event subject to the approval of the United States Park Police ("USPP"). Any private security services must be provided by an entity that is properly licensed by the State of California to provide such services. The Trust reserves the right to contract with the USPP to provide law enforcement services at Permittee's expense where the Trust determines that such services may be necessary to protect persons or preserve property. No other outside police or security agency is permitted or authorized at events in a law enforcement capacity without the approval of the USPP.

PART 5 – GENERAL RULES OF CONDUCT

- 1. SET-UP AND CLEAN-UP:** Permittee may not begin on-site event preparation and set-up prior to the time specified in Section 1 of the Permit.
- 2. SURRENDER OF PREMISES AFTER EVENT:** Permittee shall surrender the Premises in good, neat and clean condition as required by the Trust. Further, on or before expiration of the Time, without causing any damage or delay, Permittee shall remove all personal property belonging to Permittee or to any of Permittee's Parties. All event clean-up must be completed, and the Premises must be vacated, within the permitted time period or additional fees will apply. The Trust is not responsible for any property that is left within the Premises or the Presidio following an event. Permittee agrees that additional fees will be assessed by the Trust in the event Permittee fails to satisfactorily clean the Premises, including, without limitation, as a result of extraordinary use of the Premises. Without limiting such other remedies as may be available to the Trust, any additional fees shall be determined by the Trust and shall compensate the Trust for actual and consequential losses.
- 3. DÉCOR, ROOM LAYOUTS AND SEATING ARRANGEMENTS:** Permittee agrees that the specific use of the Premises and the desired décor, room layouts and seating arrangements must be approved by the Trust's Venue Sales and Coordination Specialist at least thirty (30) days before Permittee's event. In particular, Permittee use of the Premises shall not diminish accessibility to the Premises or any surrounding areas for purposes of emergency assistance.
- 4. SIGNAGE:** Permittee may not install its own event signage in the Presidio. At Permittee's sole expense, and as may be approved by the Trust, Permittee may request that the Trust produce and install event signage. Permittee must request such signage at least thirty (30) days prior to the event date. Unauthorized signage including balloons, streamers or other direction devices placed on or affixed to any Presidio property either by or on behalf of Permittee will be removed, and Permittee will be charged additional fees as determined by the Trust.
- 5. NO ALTERATIONS AND NO ATTACHMENT OF DECORATIONS:** Permittee agrees that no alterations may be made to the Premises. Without limiting the foregoing, Permittee shall ensure that no decorations or alterations shall be nailed, screwed or otherwise physically attached to the Premises using any product that penetrates the surface of the

Premises. In addition, no adhesive material may be attached to the Premises, and no items may be attached or hung from any beams, chandeliers or wall sconces.

6. NO NUISANCE: Permittee shall not use (or permit the use of) the Premises for any purpose that (i) may be dangerous to life, limb, property or public health, (ii) in any manner causes, creates or results in a nuisance, or (iii) involves the storage, use, transport or release of any hazardous materials.

7. EXTRAORDINARY ITEMS; NUISANCE: CONFETTI, BALLOONS, POPCORN, ETC.: Without the Trust's prior approval, Permittee shall not use (or permit the use of) extraordinary items as part of its event that may cause damage to the Premises, increase cleaning obligations and/or otherwise cause a nuisance to other visitors to the Presidio. Prohibited items include, for example, items such as confetti, streamers, glitter, rice, hay, gummy candy, birdseed, pyrotechnics, and popcorn. Balloons must be secured by Permittee, and free floating and helium balloons are not permitted. Permittee shall not (and shall not permit) the release of items, personal property, or animals into or within the Presidio, including, for example, items such as helium balloons, birds and butterflies. Permittee agrees that it shall not use (or permit the use of) fog machines inside the Premises.

8. OPEN FLAME/PROPANE: At Permittee's sole expense, Permittee must obtain a separate fire permit in order to use open flames, liquid propane gas, compressed natural gas and/or similar materials, which may be issued by the Trust's Fire Protection Officer. In any event, liquid propane gas and compressed natural gas are prohibited inside the Premises and in all areas that are less than ten (10) feet from any facility in the Presidio. Additional fees may apply.

9. CANDLES: Permittee's use and placement of candles or other open flame items must be approved in advance by the Trust's Venue Sales and Coordination Specialist. Permittee shall ensure that flames remain at least 2" below the rim of glass that shall surround such flames. The Trust's Venue Sales and Coordination Specialist (or its onsite Event Venue Assistant) may require that such items be removed, moved, or prohibited.

10. FIRE INSPECTION/CAPACITY: The Trust may conduct site inspections during the event. Permittee must comply with any and all requests made by the Trust, including by its Fire Protection Officer in order to ensure the safety of guests and visitors to the Presidio. Permittee agrees that it shall strictly comply with all venue capacity and fire code requirements imposed by the Trust. Permittee shall ensure that any potentially combustible décor must show evidence of treatment for fire retarding by a licensed process or technician and shall bear the seal of the Fire Marshall of the State of California.

11. NO WEAPONS: Permittee shall not use or possess (or permit the use or possession of) firearms or other weapons within the Presidio.

12. NO SMOKING: Permittee shall not (or permit) smoke in the Premises, near exterior doors and windows of the facility, or in areas that otherwise prohibit such activities. The Trust may impose additional fees if prohibited smoking occurs.

13. NO ANIMALS: Without the Trust's prior approval, Permittee shall not bring (or permit others to bring) any animals, except service animals (as and the extent permitted pursuant to the Americans with Disabilities Act), into the Premises. The Trust may impose additional fees if Permittee fails to comply with the foregoing prohibition.

14. PARKING: The Trust does not guarantee the number of or location of parking spaces for any event. Parking shall be in designated areas only. Vehicles improperly parked are subject to ticketing and towing by the United States Park Police. Please be aware that the Trust is engaged in an on-going process of parking regulation and management that may result in changes to availability and pricing from time to time. Currently, parking fees range from \$1.20 per hour to \$7.00 per day. With the Trust's prior approval, barricading the event lots at the Presidio Chapel, Golden Gate Club and Log Cabin may be permitted on select days. Additional fees will apply.

15. AMPLIFIED SOUND: Amplified music, live or recorded, is permitted at the Presidio but must not disturb other visitors, residents and tenants. Acoustic music is permitted outside of venues until 10:00 PM at the Officers' Club, Observation Post and Golden Gate Club; 6pm at the Log Cabin. All music, amplified or acoustic, must conclude inside the venues no later than 11:00 PM. Permittee may be required to adjust sound levels or terminate amplification at any time by direction of the on-site representative of the Trust.

16. OUTDOOR AREAS: Permittee may not use outdoor areas unless such use is approved by the Trust as part of a full building Permit. No alterations may be made to any outdoor areas, including existing landscaping. Additional fees may apply.

17. SKY TRACKERS/USE OF DRONES OR AERIAL DEVICES: Permittee shall not use (or permit the use of) sky trackers, search light type devices, drones or aerial devices in the Presidio.

18. JUMPY-JUMP/CARNIVAL/GAMES: Without the prior approval of the Trust, Permittee shall not use (or permit the use of) jumpy-jumps, carnival rides or other carnival activities. All games must be approved by the Venue Sales Team at least thirty (30) days prior to Permittee's event.

19. TENTING: With prior permission from the Trust, Permittee may erect a tent in the parking lot and the lawn area of the Premises. Tenting shall be constructed in accordance to International Fire Code Section 2404, 2006 Edition. Staking is not permitted on asphalt area and must be approved in advance on lawn area. There is an additional charge of \$.25 per square foot for any tenting erected. Additional fees apply.

20. TRASH: Permittee is responsible for the collection of all trash, garbage, compost, recyclables and waste products, including all debris generated by load-in and load-out process and shall deposit such materials in the appropriate containers provided by the Trust. Any items that do not fit wholly within the containers provided by the Trust must be removed for off-site disposal by Permittee. The Trust may impose cleaning fees if the foregoing are not discarded in a satisfactory manner.

21. EVENTS HELD AT THE PRESIDIO OFFICERS' CLUB VENUES: Moraga Hall is the living room of the Presidio and its primary purpose is to welcome the public. Event bookings are permitted after public hours. Furnishings are to remain in place without alteration. Games are not permitted in Moraga Hall, Ortega Ballroom, or the first floor of the Officers' Club. Use of the existing piano is not permitted. Presidio Foods Catering and Arguello Restaurant are the exclusive caterer for Moraga Hall and the Ortega Ballroom.

22. EVENTS HELD AT THE CHAPEL: Permittee may not serve (or permit the service of) food or beverages inside the Chapel, provided that food and beverages may be served in the garden area of the Chapel. Permittee must pay an additional fee of \$250 if it desires to serve food and beverages in the garden area. For the Chapel, Times are limited to hours between 10:00 AM and 6:00 PM.

PART 6 – CATERING AND ALCOHOL

1. CATERING: Presidio Foods Catering is required for events booked less than 90 days prior to the event date and for all events held at the Presidio Officers' Club and Golden Gate Club with certain limited exceptions. Subject to the foregoing, Permittee must select a caterer at least 90 days prior to the event date and that is pre-qualified by the Trust. Each caterer shall be licensed by the State of California as a licensed catering company with insurance covering offsite catering. Food shall be served under the guidelines for special events as set forth by the San Francisco Department of Public Health and as specifically approved by the Trust.

2. FOOD TRUCKS: Subject to prior Trust approval, food trucks may be permitted, but only at certain locations outside the Observation Post, Log Cabin and Fort Scott venues. Subject to the foregoing, no more than four food trucks may be permitted at each venue. The permitted fee per day for each food truck is \$100.00. Operators of the food trucks must meet all requirements and terms imposed hereunder for caterers. All food trucks must hold currently valid permits from the San Francisco Department of Public Health Environmental Health Section or the San Francisco Department of Public Works as Mobile Food Facilities. Permittee's intention to use food trucks must be stated to the Trust in writing at least 90 days prior to the scheduled event in order to give the Trust adequate time to review the permit status of the food truck(s) and to determine if adequate parking will be available. Food trucks will not be approved until the Trust has approved the Permittee's caterer. Permittee agrees to be responsible for all coordination between food truck operators and Permittee's approved caterer.

3. ALCOHOL:

- (a) If an activity would otherwise require a license from the California Department of Alcoholic Beverage Control (if such activity were conducted within the jurisdiction of the State of California), then the individual or entity engaged in such activity must hold an acceptable state liquor license for such activities so that such activities are performed to a high standard of care.
- (b) In addition to the foregoing, a caterer that serves alcoholic beverages must provide satisfactory evidence of "Full Liquor Liability" insurance coverage as specified in Part 3 above.
- (c) Shots of distilled alcohol are not permitted.
- (d) Event attendees may not bring in their own alcohol.
- (e) Service of alcoholic beverages is subject to applicable law, which prohibits, among other things: (i) the sale or gift of an alcoholic beverage to a person under 21 years of age, and (ii) the possession of an alcoholic beverage by a person under 21 years of age.

4. INSURANCE: Caterers must comply with Part 3 above. Satisfactory evidence of compliance must be received by the Trust's Venue Sales and Coordination Specialist at least 90 days prior to the event. If a caterer fails to comply with the foregoing, the Trust reserves the right to require that Permittee use Presidio Foods Catering for its event. The Trust may elect to require that beverage providers, food truck operators, and specific vendors as designated by Trust comply with Part 3 above.

5. PLANNING: A caterer (or Permittee) must return a completed Event Information Sheet and Equipment Rental Form at least 30 days prior to the event date. A caterer must provide a satisfactory room layout plan 30 days prior to the scheduled event for approval. All equipment, linen, floral, and other production deliveries must be scheduled within the Permittees' permitted Times (as set forth in its Permit). Any deliveries occurring outside of the permitted Times must be approved by the Trust's Venue Sales and Coordination Specialist. Additional fees may apply.

6. SET-UP: Caterers must verify event access time with clients. Additional fees will be charged for access outside of the permitted rental time. Caterers must park in the designated areas beside the buildings, in the load-in and load-out during client hours. Parking on the lawn or obstructing the flow of traffic is not permitted and will be strictly enforced. Vehicles

are subject to being ticketed and towed by the United States Park Police. Caterers must check in with the Venue Sales and Coordination Specialist or onsite Event Venue Assistant upon arrival. No set-up or equipment delivery may begin until after such check-in. The primary caterer must supervise load in of vendors.

7. EQUIPMENT:

- (a) For event rentals, venues are rented as empty, with the exception of the Ortega Ballroom and the Golden Gate Club, which include tables and chairs. The Trust does not provide any commonly used equipment such as pots, pans, or utensils for use in the catering kitchen, tables and chairs, table linen, glasses, china, flatware, service pieces, coffee makers, wedding equipment, staging, dance floors, garden equipment, tents, heaters, extension cords or audio visual equipment. Moraga Hall must be used without alteration.
- (b) For meeting rentals, the venues include 150 chairs and 15 tables, preset. Permittee may rent additional furnishings and equipment, subject to availability. Room changes and room flips may be requested for an additional fee at a rate of \$85/hour/person, as available.
- (c) If the Permittee wishes to rent audio visual equipment from the Hospitality Sales Office, a complete list of available items may be obtained from the Venue Sales and Coordination Specialist. Rental form is due 30 days prior to event date.
- (d) Caterers are responsible for providing transport carts with rubber wheels using loading locations as specified by Venue Sales and Coordination Specialist. Load in at that Officers' Club must occur at the loading dock, no exceptions.
- (e) The Trust will not be responsible for lost or stolen catering supplies, equipment, or any other property, which is the sole responsibility of the caterer/vendors.
- (f) Outdoor gas and mesquite grills may be permitted (10 ft. from the building) with prior authorization from the Trust's Venue Sales and Coordination Specialist, subject to compliance with these Rules and the Permit, including with respect to applicable fire codes. Additional permitting fees may apply.
- (g) Bar area floors must be covered with rubber mats prior to set-up. Mats can be rented at an additional fee.

8. PREP AREAS AND VENUE:

- (a) The catering preparation area must be thoroughly cleaned before departure, in accordance with the Event Check-in/Check-out Checklist. Permittee will be billed for additional cleaning at a rate of \$85.00 per hour if caterers leave the caterer's prep area or venue in an unacceptable manner.
- (b) Food may not remain after the permitted Time (as set forth in the Permit).
- (c) All garbage, recyclables, compost and flattened cardboard boxes must be bagged and removed from the Premises, placed into the appropriate containers or dumpsters or taken off-site. Additional fees apply for contamination of dumpsters or additional container/dumpster requests.
- (d) Ice may be disposed of in the drainage grates outside. Ice may not be dumped on any landscaped area surrounding the Premises or in any parking areas. Wine tastings must dispose of wine buckets in designated areas at the venues. Additional fees apply for non-compliance.
- (e) All property and equipment of the Trust must remain on the Premises.

9. STAFF: Catering staff must work quietly. Residential housing must not be disturbed in any way. Catering staff are responsible for cleaning all spills in all areas of the venue used. In cases of potential stains, the Venue Sales and Coordination Specialist or onsite Event Venue Assistant must be notified immediately. Further, catering staff shall immediately notify the Trust of any damages to any venue. Smoking is absolutely not permitted inside the Premises.

10. BREAK-DOWN AND LOAD-OUT:

- (a) Trash, compost, broken down cardboard and recycling must be placed in the dumpsters provided or taken off site. A removal fee of not less than \$250.00 will be billed to the permittee if caterer does not remove all items from the premises at the end of the permit time.
- (b) Empty cardboard boxes must be flattened and placed in the recycling area. Recyclable material may be placed in the provided containers, i.e., cans, bottles, and plastic.
- (c) No equipment of any kind may be left at the Premises after contracted client event time. Only the Venue Sales and Coordination Specialist or onsite Event Venue Assistant may authorize exceptions prior to the event date. The Presidio Trust is not responsible for equipment or any other items left on the Premises.
- (d) Load-out must occur during client's permitted time period. Clients will be billed overtime charges for clean-up time occurring outside their permitted time period at a rate of \$250 per hour.
- (e) Catering staff, vendors and the event contact must check-out with the Venue Sales and Coordination Specialist or onsite Event Venue Assistant for a mandatory final walk-through of the Premises prior to final departure. Failure to check-out may result in additional charges to Permittee.

PART 7 – ADDITIONAL FEES AND CONTRACTED HOURS

1. RENTAL HOURS: The Time specified in Section 1 of the Permit is inclusive of set-up, break-down and load-out. Clients will be billed overtime charges for use outside their permitted time period. Any additional time will be billed as overtime charges at \$250.00 per hour. Access to the Premises prior to your contracted hours or after your contracted hours must be authorized by the Presidio Venue Sales and Coordination Specialist in advance and may incur additional charges.

2. MEETINGS WITH RECEPTIONS AND CATERED MEALS: An additional fee of \$500.00 will be assessed for a 3 hour stand-up reception in conjunction with a meeting. An additional \$800.00 fee will be assessed for a sit-down meal in conjunction with a meeting rental.

3. HOLIDAY RENTAL: An additional fee of \$750.00 will be assessed for all Dates occurring on federal holidays. See <http://www.opm.gov/fedhol/index.htm> for a list of federal holidays. The following dates are not available: July 4, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, December 31, and January 1.

4. RETURNED CHECKS: Permittee is responsible to pay any non-sufficient funds due to returned checks. The fee for non-sufficient funds is \$25.00. Returned checks may result in a violation of your Permit and forfeiture of your reservation, at the Trust's discretion.

PART 8 – INTERPRETATION OF RULES FOR MEETINGS, EVENTS AND CATERING

1. PERMIT: These Rules for Meetings, Events and Catering (collectively, the “Rules”) are incorporated into and are part of each Special Use Permit (each, a “Permit”) in accordance with the terms and conditions of the Permit.

2. DEFINED TERMS: Defined terms set forth in the Rules shall mean as set forth in the Permit, unless otherwise defined in these Rules.

3. EFFECTIVE DATE; REVISIONS: These Rules are effective as of **December 15, 2015**. In the event that these Rules are subsequently revised by the Trust, as the Trust may elect to do from time to time, the subsequently revised rules shall be effective as of the date set forth therein and shall supersede and replace prior versions of the rules for meetings, events and catering, applying to meetings, events and catering occurring after those rules become effective.

4. INTERPRETATION: Except with respect to any cancellation rights set forth in the Permit, in the event of any inconsistency between these Rules and the Permit, the terms and condition of the Rules shall govern the relationship between the Trust and Permittee.

PART 9 – FREEDOM OF INFORMATION ACT

Notice: Information and Documents Related to Your Permit Application may be Publicly Available under the Freedom of Information Act (FOIA)

Your application, information contained therein, and the permit you are requesting may be subject to disclosure under the federal Freedom of Information Act (“FOIA”), 5 U.S.C. §552. Under the FOIA, many government records are available to the public upon request, and only certain limited categories of information submitted to and in possession of the federal government are exempt from disclosure. In your application and permit you must properly identify all information that you believe is exempt from disclosure under the FOIA. **Information that is not properly identified may be released by the Trust without further review or consultation with you.** Information that is properly identified may be released to a public requester under the FOIA only upon a finding by the Trust or by a court that it is not, in fact, exempt from disclosure.

Among the FOIA exemptions that may apply to information you submit is one that exempts “trade secrets and commercial or financial information obtained from a person and privileged or confidential.” 5 U.S.C. §552(b)(4). Courts have further

defined these terms in specific situations. You may wish to seek legal advice on this and other FOIA issues, including other exemptions that may apply to the information you submit.

If your application or permit contains information you believe is exempt from disclosure under the FOIA, you must provide a cover sheet for the application and permit (and similarly for each additional document, if any, submitted with the application) with the following legend:

The information specifically identified on pages ____ of this document constitutes information which the submitter believes to be exempt from disclosure under the federal Freedom of Information Act. The submitter requests that this information not be disclosed to the public, except as may be required by law.

You must also specifically identify the information on each page of the application and permit on which it appears and must prominently mark each such page as follows:

CONTAINS INFORMATION THAT IS EXEMPT FROM DISCLOSURE UNDER THE FOIA

You must also submit to the Trust an additional complete copy of your application and permit marked prominently on the cover as a “REDACTED COPY” with the information that you believe is exempt from disclosure permanently redacted such that this Redacted Copy may be released to the public without further review.

Failure to identify information in your submittal and/or failure to redact information from the Redacted Copy you submit will be treated by the Trust as a waiver of your claim to exemption from public disclosure under the FOIA for such information.

If a request of the Trust under the FOIA seeks access to information in the application and/or permit that you have identified as exempt from disclosure under the FOIA, the Trust will notify you at your current address on file with the Trust in accordance with Executive Order 12600, and the Trust will provide you with an opportunity, on an expedited basis, to submit additional evidence and written argument in support of your position. If the Trust determines that some or all of the information claimed by you to be exempt from the FOIA is, in fact, subject to disclosure by the Trust under the FOIA, the Trust will notify you of this determination before the information is released. In order to receive notice in such situations, you must ensure that the Trust at all times has your current mailing address, phone number, facsimile number (if any), and electronic mail address (if any).

Questions concerning the FOIA procedures and related policies should be directed to:

The Presidio Trust
Attn: Steve Carp, FOIA Officer
103 Montgomery
P.O. Box 29052
San Francisco, CA 94129-0052
Voice: 415.561.5339
Fax: 415.561.5308