



## RULES FOR MEETINGS, EVENTS AND CATERING

### PART 1 – EMERGENCY ASSISTANCE

Contact the United States Park Police (“USPP”) - Presidio Dispatch for emergency assistance at **(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 AND RESERVATION INFORMATION

- 1. RESERVATION FORM(S) AND PAYMENT:** Permittee may only initiate a reservation by completing and submitting a Reservation Form available at [www.presidio.gov/venues](http://www.presidio.gov/venues) or obtained from the Trust’s Venue Sales and Coordination Specialist.
- 2. PERMIT FEES AND SECURITY DEPOSIT:** Upon receipt of a Permit, Permittee must return the signed Permit on or before the date specified in Section 1, Basic Permit Information, along with such fees, charges, and deposits as may be required therein, and Permittee must pay all remaining fees, charges and deposit money in accordance with the terms and conditions of the Permit. If Permittee fails to pay all fees, charges and deposit money to the Trust as and when required, such failure is cause for immediate cancellation of the Permit by the Trust.
- 3. ELECTRONIC PERMIT SYSTEM; OPT OUT; AND CONFIRMATION OF RESERVATION:** The Trust’s policy is to issue a Permit electronically. Permittee should sign the Permit electronically, whether digital or encrypted, and return the signed Permit to the Trust as directed by the electronic system. Permittee may opt out of the electronic system by requesting, printing, providing a wet signature on, and hand delivering or mailing a hard copy Permit to: Presidio Trust, Hospitality Department, P.O. Box 29052, San Francisco, CA 94129. **Permittee agrees that opting out of the electronic system and submitting a hard copy Permit may be subject to an additional fee of \$25.00 for the Trust to process the Permit.**

If the Trust does not receive a Permit 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 AND ACH (BANK ACCOUNT) PAYMENTS:** To make a payment using a credit card or ACH, Permittee must follow these instructions:
  - (a) Credit card/ACH payments must be made at <https://www.pay.gov/public/form/start/28451111/>
  - (b) The following information will be needed to make payment or be reimbursed for any refunds:
    - **Account Number** – located on Exhibit A, Summary of Basic Terms, to the Permit (zeros [0000] must be used during entry)
    - **Service Order Number** – located on Exhibit A, Summary of Basic Terms, to the Permit
    - **Social Security Number or Tax Identification Number**
  - (c) Receipt for Payment – Email a copy of the payment receipt to the Trust’s Venue Sales and Coordination Specialist.

## PART 3 – INSURANCE

**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 Trust’s 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. Permittee’s TULIP must include all permitted hours and days in venue(s) to be covered, including rehearsal and set up/breakdown dates.

**2. OTHER LIABILITY 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, agents, subsidiaries, employees and any additional parties specified by the Trust, as additional insured.
- (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.

### **3. CATERERS; LIQUOR LIABILITY INSURANCE:**

- (a) At its sole cost and expense, a caterer shall obtain and maintain the following insurance requirements: (i) commercial general liability insurance (for such amounts and upon such terms as otherwise required for Permittee in Section 1 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 United States, the Presidio Trust and its directors, officers, agents, subsidiaries, and employees as additional insureds), and (iii) workers’ compensation insurance (in accordance with California law); 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 by a Permittee or caterer, at its sole cost and expense, Permittee or caterer, as applicable, shall obtain and maintain 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 name the United States, the Presidio Trust and its directors, officers, agents, subsidiaries, and employees as additional insured, and shall apply as primary insurance with respect to any insurance or self-insurance programs afforded to the Trust; and must declare satisfactory deductibles or self-insured retentions. All deductibles and retentions shall be paid in full by the Permittee or caterer, as applicable.

**4. ADDITIONAL REQUIREMENTS:** The Trust reserves the right to cancel a Permit if a Permittee or caterer 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.

**5. EVIDENCE OF INSURANCE:** Permittee shall deliver satisfactory evidence of insurance required by this Permit to the Trust’s Venue 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).

## PART 4 – EVENT LOGISTICS

- 1. PERMITTEE CONTACT; AUTHORIZED REPRESENTATIVE:** Permittee must specify one main contact for the event. This individual should be someone with authority to approve additional fees, supervise guests and act as a liaison with the Trust. The Trust reserves the right to require a licensed and insured event planner for certain events and meetings.
- 2. EVENT INFORMATION:** No later than thirty (30) days prior to the event, Permittee must 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 the permitted Start Time. All rental equipment must be removed by the permitted End Time.
- 5. PRIVATE SECURITY:** Permittee may utilize unarmed private security services for the meeting or event subject to the pre-approval of the Trust and 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 or an approved security company to provide 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 Trust and USPP.

## PART 5 – GENERAL RULES OF CONDUCT

- 1. SET-UP:** Permittee may not begin on-site event preparation and set-up prior to the permitted Start Time specified in Exhibit A of the Permit.
- 2. CLEAN UP AND 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 permitted End 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, by the permitted End Time 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's 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's use of the Premises shall not diminish accessibility to the Premises or any surrounding areas for purposes of emergency assistance.
- 4. SIGNAGE:** Permittee shall 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 without limitation, 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 shall not make alterations to the Premises. Without limiting the foregoing, Permittee shall ensure that no decorations or alterations are 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. **Any such alterations, attachments, or decorations, made either by or on behalf of Permittee will be removed, and Permittee will be charged additional fees as determined by the Trust.**

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

**7. EXTRAORDINARY ITEMS; CONFETTI, BALLOONS, POPCORN, ETC.:** Except as may be specifically permitted by the Trust in its sole and absolute discretion, 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, without limitation, confetti, streamers, glitter, rice, hay, gummy candy, birdseed, pyrotechnics, popcorn, and other similar items. 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, without limitation, helium balloons, birds, butterflies, and other similar items. Permittee shall not use (or permit the use of) fog machines inside the Premises.

**8. OPEN FLAME/PROPANE:** Except as may be specifically permitted by the Trust in its sole and absolute discretion, use of open flames, liquid propane gas, compressed natural gas, and/or similar materials is prohibited. 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. **Additional fire permit fees apply.** Notwithstanding the foregoing, liquid propane gas and compressed natural gas are prohibited inside the Premises and in all areas that are within ten (10) feet of any facility in the Presidio.

**9. CANDLES:** Permittee's use and placement of candles or other open flame items must be approved in advance by the Trust. Permittee shall ensure that flames remain at least 2" below the rim of glass that shall surround such flames. The Trust, in its sole and absolute discretion, may require that such items be removed, moved, or prohibited.

**10. FIRE/LIFE/SAFETY INSPECTION; CAPACITY:** The Trust may conduct fire/life/safety inspections during the event. Permittee must comply with any and all requests made by the Trust, including by its Fire Protection Officer, related to fire/life/safety. 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 show evidence of treatment for fire retarding by a licensed process or technician and bear the seal of the Fire Marshall of the State of California. **The Trust reserves the right to require emergency medical technicians on site during an event at Permittee's expense.**

**11. NO WEAPONS:** Permittee shall not use or possess (or permit the use or possession of) firearms, replicas or other weapons in connection with the permitted event.

**12. NO SMOKING:** Permittee shall not smoke (or permit smoking) in the Premises, near exterior doors or windows of the facility, or in areas that otherwise prohibit such activities. **The Trust may impose additional fees if Permittee fails to comply with the foregoing prohibition.**

**13. NO ANIMALS; SERVICE ANIMALS:** Except as may be specifically permitted by the Trust in its sole and absolute discretion, Permittee shall not bring (or permit others to bring) any animals into the Premises, except service animals assisting individuals with disabilities in accordance with applicable law (i.e., the Americans with Disabilities Act). A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals although individually trained miniatures horses may also qualify for reasonable modifications of Trust rules. Permittee is advised that animals whose sole function is to provide comfort or emotional support do not qualify as service animals under applicable law. **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 USPP. This Permit is subject to the Presidio parking management program which is updated from time to time, including changes to availability and pricing. Current parking fees may be found at <https://www.presidio.gov/transportation/driving-and-parking>. 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. The Trust reserves the right to require Permittee to contract with a licensed shuttle service at Permittee's expense.**

**15. AMPLIFIED SOUND:** Amplified music, live or recorded, is permitted at the Presidio but must not disturb other visitors, residents or tenants, or violate the Trust's regulation at 36 CFR § 1002.12. Acoustic music is permitted outside of venues until 10:00 PM at the Officers' Club and Golden Gate Club; and 6:00 PM at the Log Cabin, Chapel of Our Lady and Presidio Chapel. 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 any on-site representative of the Trust.

**16. OUTDOOR AREAS; FULL BUILDING BUY-OUTS:** Except as may be specifically detailed in the Permit, outdoor areas, including courtyards, are not included in the Premises, and Permittee is not permitted to use any outdoor areas. Notwithstanding the prior sentence, the following outdoor areas are included in full-building buyouts and considered part of the Premises: i) Golden Gate Club – oval courtyard and front courtyard; ii) Log Cabin – adjacent patio and lawn; iii) Chapel of Our Lady – adjacent courtyard; and iv) Presidio Chapel – adjacent garden. No alterations may be made to any outdoor areas, including existing landscaping.

**17. SKY TRACKERS, DRONES OR AERIAL DEVICES:** Except as may be specifically permitted by the Trust in its sole and absolute discretion, Permittee shall not use (or permit the use of) any aerial vehicles, including without limitation, sky trackers, search light type devices, or drones, in connection with the Permit. Such activities must be approved by the Trust at least thirty (30) days prior to Permittee's event. Where permitted, Permittee must submit a flight plan to be approved by the Trust, and must comply with all associated terms and conditions and all applicable laws and regulations, including without limitation, the Federal Aviation Administration's regulations on pilot licensing, airman certifications, aircraft certifications, visual line of sight, and airspace restrictions. **Additional insurance coverage requirements will apply and Permittee must show proof of liability insurance coverage for aerial devices.**

**18. JUMPY-JUMP/INFLATABLES/CARNIVALS/GAMES/GAMBLING:** Except as may be specifically permitted by the Trust in its sole and absolute discretion, Permittee shall not use (or permit the use of) jumpy-jumps, inflatables, carnival rides, or other carnival activities. All games must be approved by the Trust at least thirty (30) days prior to Permittee's event. Notwithstanding the foregoing, gambling is prohibited.

**19. TENTING:** Subject to Trust pre-approval, Permittee may erect a tent at certain permitted locations adjacent to a venue. Staking is not permitted on asphalt areas and must be approved in advance on lawn areas. Tenting shall be constructed in accordance with International Fire Code Section 2404, 2006 Edition. **There is an additional daily charge of \$.25 per square foot per day for any tent area covering more than 200 square feet. Additional fire permit and permitting fees apply.**

**20. TRASH:** Permittee (and Permittee's Parties) are 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 outside the Presidio by Permittee. **The Trust will impose cleaning fees if the foregoing are not discarded in a satisfactory manner and into the correct receptacles.**

**21. SPECIAL RULES FOR 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 only 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. SPECIAL RULES FOR PRESIDIO CHAPEL AND CHAPEL OF OUR LADY:** Permittee may not serve (or permit the service of) food or beverages inside the Chapels. Food and beverages may be served and catered by a pre-qualified caterer in the courtyard of the Chapel of Our Lady and the garden area or mural room of the Presidio Chapel. **Permittee must pay an additional outdoor reception fee of \$500.00 along with additional hourly fees.** For the Chapels, permit times are limited to hours between 10:00 AM and 6:00 PM, with certain limited exceptions.

## **PART 6 – CATERING AND ALCOHOL**

**1. CATERING:** Permittee may only use caterers that are pre-qualified by the Trust. Presidio Foods Catering is the exclusive caterer for the Presidio Officers' Club and Golden Gate Club, with certain limited exceptions, and Presidio Foods Catering is the only caterer permitted to use the Golden Gate Club kitchen. Subject to the foregoing, Permittee must select a caterer from either the Trust's Pre-Qualified Full Service Caterers and Vendors list or the Pre-Qualified Meeting Caterers and Vendors List, as applicable (available at <https://www.presidio.gov/venues>), at least 90 days prior to the event date. 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. **The Trust's pre-qualified caterers and beverage providers are charged a catering and beverage fee by the Trust.**

**2. FOOD TRUCKS:** Subject to prior Trust approval, food trucks may be permitted only at certain locations outside the Log Cabin. Subject to the foregoing, no more than four food trucks may be permitted. **The permitted fee for each food truck is \$100.00 per day.** Operators of the food trucks must meet all requirements and terms imposed hereunder for caterers. Operators must also hold currently valid permits to operate as mobile food facilities in the City and County of San Francisco, including without limitation, evidence of manager's food safety certifications, food handler cards, and a mobile food facility permit issued by the San Francisco Department of Public Health. 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 activity.
- (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) Alcohol service must end at least one hour prior to the End Time.
- (f) Food or snacks must be served when alcohol is being served.

**4. INSURANCE:** Caterers must obtain insurance as specified in Part 3 above. Satisfactory evidence of insurance must be received by the Trust 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 require that beverage providers, food truck operators, and specific vendors as designated by the Trust also obtain insurance coverage as specified for caterers in Part 3 above.

**5. PLANNING:** Permittee (or caterer on Permittee's behalf) must return a completed Event Information Sheet and Equipment Rental Form at least 30 days prior to the event date. Permittee (or caterer on Permittee's behalf) 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 the Permit). Any deliveries occurring outside of the permitted times must be pre-approved by the Trust's Venue Sales and Coordination Specialist. **Additional fees may apply.**

**6. SET-UP; LOAD-IN AND LOAD-OUT:** Caterers must verify event access time with Permittee. **Additional fees will be charged for access outside of the permitted Times.** 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. Caterers must park in the designated spaces adjacent to the venues and load-in and load-out during permitted Times. Parking on a 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 USPP. Caterers must use transport carts with rubber wheels, and load-in and load-out at locations specified by the Venue Sales and Coordination Specialist. Load-in at the Officers' Club must occur at the loading dock, no exceptions. The primary caterer must supervise load-in and load-out of all vendors.

## **7. EQUIPMENT:**

- (a) For event rentals, venues are rented as empty. The Trust does not provide any commonly used equipment such as pots, pans, or utensils for use in the catering kitchen, tables, 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. See Part 5, Rule 21 for restrictions in Moraga Hall.
- (b) For meeting rentals, the venue includes 15 (fifteen) tables and 150 (one hundred and fifty) chairs, preset. A complete list of available items may be obtained from the Venue Sales and Coordination Specialist. Permittee may rent additional furnishings and equipment, subject to availability. **Room changes and room flips may be requested for an additional fee, based on availability.**
- (c) Limited audio visual equipment may be rented from the Hospitality Sales Office. A complete list of available items may be obtained from the Venue Sales and Coordination Specialist or Audio Visual Specialist. The audio visual equipment rental form is due 30 days prior to the event date.
- (d) Caterers are responsible for providing transport carts with rubber wheels for load-in and load-out in accordance with Part 6, Rule 6.
- (e) The Trust will not be responsible for lost or stolen catering supplies, equipment, or any other property. Such items are the sole responsibility of the caterer/vendors.
- (f) Outdoor gas and mesquite grills may be permitted (at locations beyond 10 feet from a building) only with prior authorization from the Trust, subject to compliance with these Rules and the Permit, including with respect to applicable fire codes. **Additional permitting fees apply.**
- (g) Bar area floors must be covered with rubber mats prior to set-up. **Mats may 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. Catering staff are responsible for cleaning all spills in all areas of the venue. In cases of potential stains or any other damages to any venue, the Venue Sales and Coordination Specialist or onsite Event Venue Assistant must be notified immediately. **Permittee will be charged if caterers or vendors leave the caterer's prep area or venue in an unsatisfactory condition.**
- (b) Food may not remain in the Premises after the permitted End 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 designated containers or dumpsters, or taken off-site outside of the Presidio. **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 and vendor staff must work quietly. Residential housing must not be disturbed in any way. Smoking is absolutely not permitted inside the Premises; smoking by staff is only permitted outside the Premises in accordance with Part 5, Rule 12.

#### **10. BREAK-DOWN AND LOAD-OUT:**

(a) Trash, compost, broken-down cardboard and recyclable material must be placed in the dumpsters provided or taken off site outside of the Presidio. Empty cardboard boxes must be flattened prior to placement in dumpsters.

(b) No equipment of any kind may be left at the Premises after the End Time. Only the Venue Sales and Coordination Specialist or onsite Event Venue Assistant may authorize exceptions prior to the event date. The Trust is not responsible for equipment or any other items left on the Premises.

(c) Load-out must be completed by the End Time.

(d) 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.

(e) **Permittee will be billed staff overtime charges of \$85.00 per hour and venue overtime charges, at a rate of \$250 to \$1,200 per hour, depending on the Premises, for any time used for cleanup of the Premises or handling of any items left at the Premises after the End Time.**

#### **PART 7 – ADDITIONAL FEES AND PERMITTED HOURS**

**1. RENTAL HOURS; OVERTIME CHARGES:** The Start Time and End Time specified in Exhibit A of the Permit are inclusive of set-up, break-down and load-out. Permittee will be billed staff overtime charges of \$85.00 per hour and venue overtime charges of \$250.00 to \$1,200 per hour, or portion thereof, depending on the Premises, for any use or cleanup activities conducted at the Premises outside the permitted time period. Access to the Premises prior to the Start Time or after the End Time must be authorized by the Presidio Venue Sales and Coordination Specialist in advance and may incur additional charges.

**2. MEETINGS WITH STANDING RECEPTIONS AND CATERED MEALS:** An additional fee ranging from \$500.00 to \$800.00 will be assessed for a standing reception in conjunction with a meeting or a sit-down meal in conjunction with a meeting rental. Additional fees apply for additional hours.

**3. HOLIDAY RENTAL:** An additional fifty (50) percent venue fee will be assessed for all dates occurring on federal holidays. See <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/> 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. NON-COMPLIANCE WITH PERMIT RULES:** Additional fees will apply for non-compliance with Rules and Permit terms. The security deposit may be forfeited.



## **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 have the same meaning as set forth in the Permit, unless otherwise defined in these Rules.

**3. EFFECTIVE DATE; REVISIONS:** These Rules are effective as of **September 11, 2018**. 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 supersede and replace prior versions of the rules for meetings, events and catering, and be effective as of the date set forth therein, applying to all 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 these 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:

Presidio Trust

Attn: FOIA Officer

103 Montgomery Street, P.O. Box 29052

San Francisco, CA 94129-0052

Phone: 415.561.5300