

PRESIDIO TRUST

RULES FOR SPECIAL USE PERMIT

PART 1 – EMERGENCY ASSISTANCE

Contact the U. S. Park Police - Presidio Dispatch for emergency assistance at either **911** or **(415) 561-5656**.

PART 2 – INCORPORATION OF RULES FOR SPECIAL USE PERMITS

2.1 PERMIT RULES: These Rules for Special Use Permits (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. Permittee shall comply with (and shall cause Permittee’s Parties to comply with) the Rules.

2.2 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.

2.3 EFFECTIVE DATE; REVISIONS: These Rules are effective as of May 1, 2022. In the event that these Rules are subsequently revised by the Trust, as the Trust may elect to do so 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, applying to Permitted Uses occurring after those rules become effective.

2.4 INTERPRETION: 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 3 – PAYMENTS

3.1 FEES: Permittee shall pay all fees and costs in accordance with the Permit, these Rules, and the [Fee Schedule](#) by the applicable due date(s). Permittee acknowledges and understands that violation of the terms of the Permit and/or these Rules may subject Permittee to additional fees, charges, and costs, as set forth in the Fee Schedule or as imposed by Applicable Law.

3.2 SIGNED PERMIT AND CONFIRMATION OF RESERVATION: Permits should be signed via DocuSign. If a signed 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.

PART 4 – PAYMENT INFORMATION

4.1 CREDIT CARDS: Permittee making payment by credit card (preferred)

- (a) A unique link to the Presidio Trust’s online payment portal will be emailed to the permit holder for credit card payments. Visa, Mastercard, American Express, and Discover Cards are accepted. A receipt will be automatically emailed to the permit holder upon completion of payment.

4.2 DEBIT CARDS/ACH TRANSFERS:

- (a) Debit 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 [000] 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 outdoorevents@presidiotrust.gov.

4.3 CHECKS: Permittee making payment by check:

- (a) Make the check payable to ‘**The Presidio Trust**’
- (b) Indicate on the check the following:
 - Permitted Date(s)
 - Permit Number (See Exhibit A of the Permit)
- (c) Mail the check to:

The Presidio Trust
Attention: Visitor Engagement Dept.
1750 Lincoln Blvd.
San Francisco, CA 94129-0052

4.4 RETURNED CHECKS: Permittee is responsible to pay any non-sufficient funds fees or costs due to returned checks. Returned checks may result in a cancellation or revocation of the Permit and forfeiture of the reservation, at the Trust’s sole discretion.

PART 5 – INSURANCE REQUIREMENTS

5.1 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://app.gatherguard.com/?v=4199-000>. Permittee acknowledges that some uses and activities 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. In lieu of this Section 5.1, Permittee may elect to comply with Section 5.4.

5.2 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 at 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.

5.3 EVIDENCE OF INSURANCE: Permittee shall deliver satisfactory evidence of insurance to the Trust at least sixty (60) days prior to the first of the Permitted Date(s) or upon execution of the Permit (if the Permit is executed within sixty (60) days of the first of the Permitted Date(s)).

5.4 OTHER INSURANCE: 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 Section 5.1:

5.4.1 Permittee shall maintain commercial general liability insurance insuring against, among other things, claims for bodily injury (including death), property damage, and Permitted Location damage liability occurring upon the Permitted Location 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).

5.4.2 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.

- 5.4.3 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.

5.5 CATERERS, FOOD TRUCKS, and LIQUOR LIABILITY INSURANCE:

- 5.5.1 At its sole cost and expense, Permittee shall ensure that any caterer(s) or food truck(s) for the Permitted Use 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 Part 5.4 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.
- 5.5.2 Additionally, if alcoholic beverages are being served, poured and/or sold, the Permittee, at its sole cost and expense, shall ensure that any caterer(s) for the Permitted Use 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 Part 5.4 above.

PART 6 – ONSITE LOGISTICS

6.1 PERMITTEE REPRESENTATIVE: Permittee shall identify one person for the event who will serve as the Onsite Permittee Representative. The Onsite Permittee Representative shall have the authority to represent the Permittee, supervise Permittee's Parties, and act as a liaison with the Trust. The Onsite Permittee Representative shall ensure that a copy of the Permit is available at the Permitted Location at all times.

6.2 PERMITTED DATE(S) AND TIME(S): The Permitted Date(s) and Time(s) specified in the Permit is inclusive of set-up, break-down and load-out, including rentals and equipment. Access to the Permitted Location prior to or after the Permitted Date(s)/Time(s) must be authorized in advance by the Director, or the onsite Trust staff. Permittee agrees to pay additional fees for use outside their Permitted Date(s) and Time(s).

6.3 ONSITE TRUST STAFF: The onsite Trust staff, may, but is not obligated to, supervise activities within Presidio boundaries under the administrative jurisdiction of the Trust. Such Trust staff has the authority to make all supervisory decisions to ensure compliance with this Permit. Permittee must comply with any special instructions given by Trust staff. Permittee shall provide any additional information relating to the Permit, upon request by the Trust staff.

6.4 INFORMATION/PLANNING: Permittee shall provide a complete list of vendors and a timeline of events to the Trust at least 60 days prior to first of the Permitted Date(s). Permittee shall include the caterer(s) onsite layout and equipment/supplies delivery plan at least 60 days prior to the first of the Permitted Date(s) for Trust approval.

6.5 SITE PLAN: Permittee shall submit to the Trust for Trust approval a complete site plan at least 60 days prior to the first of the Permitted Date(s) (“Site Plan”). The Site Plan should be made available as soon as possible to allow for Trust review and approval. The Site Plan shall be drawn to a scale of one-inch equals no more than fifty feet (1” = 50’) and shall clearly display all proposed structures, including stages, display video screens, sound and lighting locations, generators and cable runs, food tents, beverage tents, first-aid tents, portable toilet locations, ground-covered equipment routes, equipment, and storage positions. More complex set-ups may require additional compliance review. Permittee assumes responsibility for assuring that the actual set-up accurately reflects the final Site Plan approved by the Trust.

6.6 STRUCTURES: At the sole discretion of the Trust, any large-scale structures, such as tents and towers, may require the submission of engineered drawings. Such drawings must be stamped by a structural engineer licensed in the United States with a date not older than one year. In accordance with the approved Site Plan, Permittee may erect a tent in the Permitted Location, provided that Permittee first obtains a Presidio Trust Temporary Tents, Canopies & Membrane Structures permit from the Presidio Fire Marshal. If the Permittee intends to use tents, stages, or other type of structures on park land, anchoring device information must be provided to include the method and type of anchoring. (Staking is not permitted in the Presidio.) Stage weight per bearing points and stage dimensions must be submitted for approval in an equipment inventory to accompany the Site Plan. All fences should be noted and identified by material or design on the Site Plan.

6.7 EMERGENCY VEHICLE ACCESS: Permittee will ensure that all roads in the area are kept accessible to emergency vehicles. Permittee shall not engage in any acts that diminish accessibility of the Permitted Location for purposes of emergency response. Streets must remain accessible to emergency vehicles and equipment at all times via a minimum 20 ft. dedicated and unobstructed emergency lane, and/or as may be further determined by the Presidio Trust’s Department of Emergency Services.

6.8 FIRE MARSHAL/ INSPECTION: In order to ensure the safety of guests and visitors to the Presidio, the Trust may conduct site inspections during the Permitted Use. Permittee must comply with any and all requests made by the Trust representatives, including by the Presidio Fire Marshal, in order to ensure the safety of participants, spectators, park visitors, and tenants. 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 Marshal of the State of California.

6.9 FIRE PERMITS REQUIRED FOR OPEN FLAME/PROPANE: At Permittee’s sole expense, Permittee must obtain a separate fire permit issued by the Trust’s Fire Marshal in order to use open flames, liquid propane gas, compressed natural gas and/or similar materials. The use of liquid propane gas and compressed natural gas are prohibited indoors and, outdoors, must be located in accordance with applicable fire codes and consistent with approved Site Plan (Part 6.5). Permittee’s use and placement of candles or other open flame items must be approved in advance as part of Permittee’s approved Site Plan (Part 6.5). Permittee shall ensure that flames remain at least 2” below the rim of the container that shall surround such flames.

6.10 PORTABLE TOILETS: If the Trust determines, at its sole discretion, that attendance is expected to exceed the capacity of nearby public comfort facilities, or that no comfort facilities exist in or near the Permitted Location, the Permittee must provide portable, temporary toilets with sufficient capacity to accommodate Permittee’s Parties. The general guideline is a minimum of one (1) portable toilet per 100 to 200 hundred people depending on the size and scope of the event, of which at least ten percent (10%) must be accessible to people with disabilities. All portable toilets must be located within the Permitted Location on asphalt, concrete or plywood and in a location approved by the Trust in advance of the event. Unless otherwise specified, portable toilets may be delivered a maximum of 24-hours prior to the Permitted Date(s) and Time(s). Portable toilets must be removed from the property within 24-hours after the Permitted Date(s) and Time(s), unless otherwise approved by the Trust.

Portable toilets must be locked when not in use. Additional fees will apply if portable toilet(s) remain at the Presidio more than 24-hours after the last of the Permitted Date(s). Permittee is required to provide onsite janitorial services for portable restrooms.

6.11 PRIVATE SECURITY AND USPP SERVICES: No outside police or security agency is permitted or authorized at events in a security capacity without the prior approval of the United States Park Police (“USPP”) and Trust Department of Public Safety (“DPS”). Permittee may utilize unarmed private security services for the event subject to the approval of the USPP and DPS. 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.

6.12 RENTAL EQUIPMENT/STORAGE: Delivery and removal of all rental equipment is subject to the provisions of Part 6.2, above.

6.13 UTILITY FEES: Permittee shall be responsible for use of all Municipal services during the permitted time frame in accordance with the [Fee Schedule](#).

6.14 TRANSPORTATION PLAN: A transportation plan is required for all Permits with over 300 Maximum Number of Participants. Transportation plans must comply with accessibility laws and - include the use of carpools, public transportation, and alternate modes of non-polluting transportation in accordance with the [Presidio Trust Transportation Demand Management Program](#) (TDMP – beginning on page 188).

6.15 EMERGENCY MEDICAL SERVICES: At the sole discretion of the Trust, Permittee shall provide emergency, safety and security plans approved by the Trust DPS, including a first aid station(s).

PART 7 – GENERAL RULES OF CONDUCT

7.1 SURRENDER AND CLEAN-UP OF PERMITTED LOCATION AFTER EVENT: Permittee shall surrender the Permitted Location in the same condition as received, free from hazards and clear of all debris, and in good, neat and clean condition. Permittee shall ensure that Permittee’s caterers, and vendors participate in a mandatory final walk-through of the Permitted Location with the onsite Trust staff prior to final departure. Failure to check-out may result in additional charges to Permittee.

7.2 DÉCOR, AND EVENT LAYOUTS: Permittee agrees that décor, and event layout must comply with the approved Site Plan (Part 6.5). 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 Marshal of the State of California.

7.3 SIGNAGE: Permittee may not install signage in the Presidio. At Permittee’s sole expense, and subject to prior approval by the Trust the Permittee may request that the Trust produce and install event signage in the proposed Site Plan (Part 6.5). Unauthorized signage including balloons, streamers or other directional devices placed on or affixed to any Presidio property either by Permittee or Permittee’s Parties will be removed.

7.4 NO ALTERATIONS AND NO ATTACHMENT OF DECORATIONS: Permittee agrees that no alterations may be made to the Permitted Location. Without limiting the foregoing, Permittee shall ensure that no decorations or alterations are physically attached to any vegetation or structure. Permittee shall not mark Park property or grounds in any way, including but not limited to: stakes, flour, chalk, ink, or paint.

7.5 NO NUISANCE: Permittee shall not use (or allow the use of) the Permitted Location 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.

7.6 PROHIBITED ITEMS: Prohibited items include confetti, streamers, glitter, rice, hay, birdseed, pinatas and pyrotechnics. Balloons of any type are prohibited at all outdoor events. Permittee shall not (and shall not allow) the release of items, personal property, or animals into or within the Presidio, including, for example, items such as helium balloons, birds and butterflies.

7.7 TICKETED EVENTS: Sale of admission tickets and acceptance of donations in lieu of sale of admission tickets is not allowed within the Presidio. For ticketed events, all guests must have pre-purchased tickets prior to arrival at the Presidio for events.

7.8 BUILDING/LOCATION OCCUPANCY: Residency in or overnight use and occupancy of any portion of the Permitted Location is strictly prohibited.

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

7.10 NO SMOKING: Permittee and Permittee's Parties shall not smoke or allow smoking in areas that prohibit such activities.

7.11 NO ANIMALS: Except upon prior written approval by the Trust, Permittee and Permittee's Parties shall not bring (or allow others to bring) any animals, except service animals (and to the extent permitted pursuant to the Americans with Disabilities Act), at the Permitted Location.

7.12 PARKING: The Trust does not guarantee the number of or location of parking spaces for any event. Parking shall be in designated areas only. Parking on the lawn or obstructing the flow of traffic is not permitted and will be strictly enforced. Vehicles improperly parked are subject to ticketing and towing by the United States Park Police.

7.13 RESERVED PARKING: Reserved parking is allowed in certain locations, subject to approval by the Trust. A traffic management plan may be required. Permittee is responsible to staff the reserved parking area to manage and control the reserved parking.

7.14 AMPLIFIED SOUND: Amplified music and sound, live or recorded, is permitted between the hours of 8am and 8pm outside and up to 10pm inside or inside a four-walled tent. Amplified sound, live or recorded may not exceed a 60 db at an A rated scale at a distance of 50 feet and must not disturb other visitors, residents, and tenants. Permittee may be required to adjust sound levels or terminate amplification at any time by direction of the onsite Trust staff.

7.15 SKY TRACKERS/USE OF DRONES OR AERIAL DEVICES: Permittee and Permittee's Parties shall not use (or permit the use of) sky trackers or search light type devices. Personal drones are allowed without a Special Use Permit. Commercial drone use is allowed with a Special Use Permit.

7.16 JUMPY-JUMPS/INFLATBLES/CARNIVAL/GAMES: Jumpy jumps, bounce houses, or inflatables are not allowed in the Presidio. Other types of interactive play equipment may be allowed with consent with the approved Site Plan (Section 6.5). Carnival activities and games must be approved by the Trust at least thirty (30) days prior to the first of the Permitted Date(s).

7.17 TRASH/REFUSE COLLECTION AND DISPOSAL: Use of Trust trash or recycling receptacles is prohibited by Permittee and Permittee’s Parties. Permittee shall be responsible for the collection and removal 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 Permittee and in accordance with the Presidio Trust’s [Sustainable Event Requirements](#).

Ice may be disposed of in the drainage grates only. Ice may not be disposed of on any landscaped areas or in roadways. The Trust may impose cleaning fees if the Permittee fails to adhere to the requirements of this Section 7.1.

PART 8 – CATERING AND ALCOHOL

8.1 CATERING: “Caterer” shall mean any persons or entities, including Mobile Food Vendors, that provide food or beverages and/or related services to Permittee or Permittee’s Parties on or near the Permitted Location. All Caterers must be approved in advance by the Trust. Permittee must submit a request for Trust approval of the caterer(s) at least 90 days prior to the first of the Permitted Date(s). Each caterer shall be a licensed catering company with insurance covering offsite catering, in accordance with Part 5.5 of these Rules. Food shall be served in accordance with the San Francisco Department of Public Health Food Safety Program (“SFDPH”) requirements for Temporary Food Facilities at Special Events, and as specifically approved by the Trust. The California and San Francisco Food Safety Programs do not govern operations within the boundaries of the Presidio, and the SFDPH does not have jurisdiction over operations at the Presidio. Notwithstanding the foregoing, Permittee agrees to ensure that the any person or entity serving food during the Permitted Use will comply with all terms and provisions of the SFDPH Food Safety and Permit requirements while within the Presidio, to the extent applicable federal laws and regulations do not directly conflict with such legislation.

8.2 MOBILE FOOD VENDOR: “Mobile Food Vendors” shall mean any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food or drinks by means of a motorized or nonmotorized vehicle, such as catering truck, motorized cart, food truck, or other itinerant method. Mobile Food Vendor shall also include a nonmotorized vehicle which is not self-propelled, or which cannot be moved by a person pushing or pulling such nonmotorized vehicle. Mobile Food Vendors are allowed in limited locations at the Presidio subject to approval in advance by the Trust. Permittee must submit a request for Mobile Food Vendor(s) for Trust approval at least 90 days prior to the first of the Permitted Date(s). Permittee shall ensure that the Mobile Food Vendor operators meet all requirements and terms in this Section 8 and Part 5.5 of these Rules. At least 30 days prior to the first of the Permitted Date(s), approved food trucks must obtain a Presidio Trust Mobile Food Facility Fire permit from the Presidio Fire Marshal.

8.3 ALCOHOL: If alcoholic beverages are being served, poured and/or sold during the Permitted Use, the Permittee, at its sole cost and expense, shall ensure that any individual or entity engaged in such activity holds a valid State of California liquor license from the California Department of Alcoholic Beverage Control (“State Liquor License”) for such activities or meets all of the requirements of the State Liquor License.

- 8.3.1 Permittee, at its sole cost and expense, shall ensure that any individual or entity serving, pouring or selling alcohol during the Permitted Use meets the following additional requirements:
 - 8.3.1.1 Permittee or Permittee’s Parties or Caterers shall not sell or serve alcoholic beverages to anyone in contravention of the requirements of the State Liquor License.
 - 8.3.1.2 At least 30 days prior to the first of the Permitted Date(s), any entity serving alcoholic beverages must provide to the Trust satisfactory evidence of “Full Liquor Liability” insurance coverage as specified in Part 5 of these Rules.
 - 8.3.1.3 Serving, pouring or selling shots of distilled alcohol is prohibited.
 - 8.3.1.4 Permittee and Permittee’s Parties may not bring in their own alcohol.

- 8.3.1.5 Self-Serve Bars with alcohol are prohibited.
- 8.3.1.6 Food or snacks must be served when alcohol is being served.
- 8.3.1.7 Permittee hereby acknowledges and agrees that the prohibition of service of alcohol to minors, and excessive service of alcohol to customers, including but not limited to 36 CFR 1002.35 are important public safety issues for the Trust. Consequently, if Permittee or Permittee's Parties violate any restriction relating to the sale of alcohol to minors or relating to excessive service, Permittee agrees that the Trust, in its sole discretion, may suspend or revoke the Permit and pursue such remedies as may be available pursuant to applicable law.
- 8.3.2 The California Alcoholic Beverage Control Act (including its implementing regulations, (the "ABC Act") does not govern operations within the boundaries of the Presidio, and the California Department of Alcoholic Beverage Control (the "ABC") does not have jurisdiction over operations at the Presidio. Notwithstanding the foregoing, consistent with the limitations imposed by the State Liquor Licenses and as if Permittee or Permittee's Parties, including caterers and food trucks, held such licenses for the Permitted Use, Permittee agrees to ensure that the any person or entity serving, pouring, or selling alcohol during the Permitted Use will comply with all terms and provisions of the ABC Act as if such legislation applied within the Presidio, to the extent applicable federal laws and regulations do not directly conflict with such legislation.

8.4 INSURANCE: Permittee shall be responsible for its caterers, if any to comply with the Insurance requirements in Part 5.5 above. Satisfactory evidence of compliance with Part 5.5 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 cancel the Permit.

8.5 ONSITE LOGISTICS AND GENERAL RULES OF CONDUCT: Permittee shall ensure that all caterers comply with the applicable provisions of Parts 6 and 7, above. Permittee's Representative must check in with the Trust onsite staff upon arrival of the caterer. Permittee's Representative must be onsite during caterer set up.

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: FOIA Officer

1750 Lincoln Blvd.

San Francisco, CA 94129-0052

Voice: (415) 561-5339