PRESIDIO TRUST

Terms and Conditions of Use for East Meadow Partial Lawn Reservation

East Meadow Partial Lawn Reservation. This reservation is for the East Meadow Partial Lawn ("Reservation Location") only. The person named on the reservation confirmation email is known as the ("Reservation Holder") and will be addressed as such throughout these Terms and Conditions. The Date(s) and Time(s) specified in the reservation is inclusive of set-up, break-down and load-out.

The Reservation Holder is responsible for the group. They must possess a hard or digital copy of the confirmation email from Recreation.gov for the entire duration of the reservation. The Reservation Holder cannot assign the reservation to any other individual or group. The Reservation Holder and guests must vacate the Reservation Location no later than the end time stated on the Reservation (e.g., if the reservation time is between 10:00 AM - 4:30 PM, the Reservation Holder and their group must vacate by 4:30 PM). If the Reservation Holder fails to arrive at the East Meadow within the first hour of the reservation time, the reservation will be revoked, and the lawn space will be released to the public on a first-come basis. No refunds will be given for late arrivals or no-shows.

East Meadow Partial Lawn Site Use. The Reservation Holder may use the Reservation Location solely for recreational picnicking and for no other purpose whatsoever. The number of persons at the Reservation Location cannot exceed 40 people. This reservation does not grant permission for any special activities that would normally require a Special Use Permit. The Reservation Holder and anyone in their group are prohibited from hiring third party vendors (e.g., catering, beverage service, DJs, food trucks, entertainment, etc.) to provide services. For Reservation Location, and without exceeding the reservation group size, the Reservation Holder may bring up to five (5) small tables no larger than 6 feet by 30 inches and lawn chairs. Shade structures smaller than 5 feet wide and 5 feet tall are allowed (no pop-up tents). Staking into the lawn is prohibited. Lawn games that don't require stakes or staking are allowed. The Reservation Holder will be required to remove any furniture that is not allowed or that exceeds the Reservation Location. Alcoholic beverages are allowed in accordance with 36 CFR § 1002.35. Disorderly conduct is prohibited.

The Presidio Trust (the "Trust") reserves the right at any time and from time to time to change, add to, subtract from or alter any part of the Reservation Location or any other reservation rights to use parts of the Presidio. The Trust will not be subject to liability, nor will the Reservation Holder be entitled to compensation because of such changes. The Trust will not be liable to the Reservation Holder for interference or inconvenience caused by any such action of the Trust.

Use of Reservation Location. Subject to the Terms and Conditions of this reservation, in exchange for, among other things, paying the fees, charges and deposits as required pursuant to this reservation, the Trust shall allow the Reservation Holder a non-exclusive and non-possessory license to enter upon and use certain property administered by the Trust and described as the Reservation Location for the purposes set forth in the confirmation. The Reservation Holder may use the Reservation Location solely for the use described in these Terms and Conditions and activities shall not interfere with other Trust projects and activities.

Express Prohibitions. Express Prohibitions include balloons of any type, confetti, streamers, glitter, rice, birdseed, piñatas or similar items that will litter or damage the site, generators, jump houses and inflatable play equipment. You are prohibited from: the use of weapons or controlled substances (other than prescription drugs); smoking/vaping; the use or possession of fireworks or explosives; feeding of animals.

No Alternations and No Attachment of Decorations. Decorations affecting the irrigation and on trees or other surrounding surfaces or vegetation is prohibited. No part of the Reservation Location may be altered. The Reservation Holder is liable for the replacement and/or the repair of any damage to Trust property, grounds, or resources resulting from the reservation activity.

Cooking, Grilling, etc. Cooking, grilling, barbecuing, and the like at Reservation Location is prohibited. Reservation Holder may not bring hazardous materials or burn any fuel.

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Amplified Sound. DJs are not permitted. Live or recorded sound 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. Reservation Holder may be required to adjust sound levels or terminate amplification at any time by direction of the onsite Trust staff. Small portable tabletop speakers are permitted.

Cancellation for Violation. If the Reservation Holder and any member of their group violate the Terms and Conditions of the reservation, the Trust, in addition to and other remedies available to it under this reservation, at law, in equity or otherwise, may immediately cancel this reservation by written or verbal notice; and the Reservation Holder shall promptly surrender the Reservation Location in accordance with the Terms and Conditions of this reservation. The Reservation Holder acknowledges and agrees that if the Trust cancels this reservation, the Trust shall be entitled to retain any remaining portion of the security deposit that has not otherwise been used to satisfy any of the Reservation Holder's obligations herein. Further, in the event that the Trust cancels this reservation, the Reservation Holder acknowledges and agrees that the Trust may retain all other fees and charges paid by the Reservation Holder to the Trust pursuant to the Terms and Conditions of this reservation. This reservation may be revoked upon 24 hours' notice, or without notice, if damage to the Reservation Location, other resources or facilities is threatened, notwithstanding any other stated terms or conditions of this reservation to the contrary. All costs associated with clean up or damage repairs in conjunction with a revoked reservation are the responsibility of the Reservation Holder.

Compliance with Applicable Law. The Reservation Holder shall comply, and shall cause all Reservation Holder's guests, visitors, and invitees (collectively, "Reservation Holder's Parties") to comply with all regulations of the Trust and all applicable statutes, regulations, requirements, licenses, rules, guidelines, ordinances, codes, orders, decrees, and the like (collectively, "Applicable Law"). The laws of the United States shall govern the validity, construction, and effectiveness of this reservation, without diminishing any of Reservation Holder's foregoing obligations with respect to other aspects of Applicable Law.

For Trust Regulations and Rules, see this link https://presidio.gov/about/presidio-trust/documents/regulations.

Non-Exclusive Use of East Meadow. The East Meadow is a shared space. This reservation entitles the Reservation Holder only to the use of the specified "Reservation Location." Multiple groups may have reservations for surrounding and adjacent areas such as Picnic Place, during the reservation hours listed on the reservation.

Onsite Trust Staff: The onsite Trust staff may, but are not obligated to, supervise activities within Presidio boundaries under the administrative jurisdiction of the Trust. Such Trust staff have the authority to make all supervisory decisions to ensure compliance with this reservation. Reservation Holder must comply with any special instructions given by Trust staff. Reservation Holder shall provide any additional information relating to the reservation, upon request by the Trust staff.

Clean Up/Trash/ Refuse Collection and Disposal: The Reservation Holder is responsible for removal of all items brought to Reservation Location. Dishwashing facilities are not provided, and the washing or rinsing of dishes in the bathrooms is not allowed. All dishware must be taken off-site for cleaning. Ice may be disposed of in the drainage gates only. Ice may not be disposed of on the lawn, landscaped areas, pathways or roads. All trash must be packed out by Reservation Holder or risk losing the security deposit.

Surrender: The Reservation Holder is responsible for maintaining the Reservation Location in good condition. Upon revocation or other termination of this Reservation, the Reservation Holder shall surrender the Reservation Location in the same condition as received, free from hazards and clear of all debris, and in good, neat and clean condition. Personal property left on Trust administered property is not

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the responsibility of the Trust and may be disposed of by the Trust with no obligation to the Reservation Holder or Reservation Holder's Parties.

Assumption of Risk; Indemnity; Waiver, Release. The Reservation Holder agrees (on behalf of themselves and those in their group) to assume the risk of any harm or damage that may befall the Reservation Holder or any member of their group while at the Reservation Location. The Reservation Holder further understands and agree that the Presidio Trust (and its directors, officers, employees, contractors, and agents) (collectively, the "Presidio Parties") are not responsible for loss, destruction, or damage to property; nor are the Presidio Parties responsible for the death or injury of any persons at the East Meadow. This assumption of risk shall not apply to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent. This assumption of risk shall survive termination and/or expiration of this Reservation.

Force Majeure. The Trust shall not be liable for any failure to perform any act related to this reservation 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, pandemic, epidemic, outbreak of infectious disease, quarantine or other public health crises, embargo, acts or omissions by third parties, extraordinary unavailability of materials or supplies, act of terrorism, riot or war.

Security Deposit. A \$100.00 deposit is required at the time of booking. Deposits will be refunded if all Terms and Conditions are followed including leaving the Reservation Location clean at the end of this reservation. Without limiting such other rights and remedies as may be available to the Trust, Reservation Holder acknowledges and agrees that the Trust shall be entitled to hold, use, and apply the Security Deposit for the full and timely performance of Reservation Holder's obligations under this reservation, including without limitation, to reimburse the Trust for additional cleaning costs and additional fees that may arise when the Reservation Location is surrendered by Reservation Holder. The use or application of the Security Deposit by the Trust shall not be construed as liquidated damages. Subject to the Terms and Conditions of this reservation, the Trust agrees that any unused portion of the Security Deposit shall be refunded to the Reservation Holder by complying with the Trust requirements, within sixty (60) days after the Reservation Holder has surrendered the Reservation Location, or cancelled this reservation, in accordance with cancellation policy.

Cancellations: Cancellations made more than 14 days before the scheduled arrival date will be refunded the use fee and the deposit less a \$10.00 cancellation fee. No refunds will be given for cancellations made 14 days or less before the scheduled arrival date. The Trust will make exceptions to the standard 14 day refund window when there is rain in the forecast on the scheduled reservation date or when the AQI (Air Quality Index) to be in the Orange range (Unhealthy for Sensitive Groups) or above on the reservation date. To request a cancellation and refund for rain or air quality, the Reservation Holder must email their cancellation request to picnic@presidiotrust.gov no later than 9am on the scheduled reservation date.

EMERGENCY INFORMATION

Contact the U. S. Park Police - Presidio Dispatch for emergency assistance. **DO NOT** call 911 using a cell phone as that will result in the call being routed to Vallejo Highway Patrol dispatch which is unfamiliar with the Presidio.

Emergency assistance: Park Dispatch 415-561-5656 *** Non-emergency assistance: Park Dispatch 415-561-5505

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