PRESIDIO TRUST

Terms and Conditions of Use for Picnic Place

Picnic Reservation. Your reservation ("Permit") is only for the designated picnic table(s) and grills ("Picnic Site") identified in your Permit and only during the times specified in your Permit. The name of the individual ("Permittee") responsible for your group must be present at the Picnic Site and must possess a hard or digital copy of the confirmation email from Recreation.gov for the entire duration of the reservation. Permittee cannot assign the Permit to any other individual or group. Permittee must vacate the Picnic Site no later than the end time stated on the Permit (e.g., if your Permit time is between 10:00 AM – 2:00 PM, you must vacate the Picnic Site by 2:00 PM). If Permittee fails to arrive at the Picnic Site within the first hour of the permitted time, the Permit will be revoked, and the Picnic Site will be released to the public on a first-come basis. No refunds will be given for late or no-shows.

Picnic Site Use. You may use your designated Picnic Site solely for recreational picnicking and for no other purpose whatsoever. The number of persons at your Picnic Site(s) cannot exceed the permitted group size. Your Permit does not grant permission for any special activities that would normally require a Special Use Permit. You are prohibited from hiring third party vendors (e.g., catering, beverage service, food trucks, entertainment) to provide services at Picnic Place. For each picnic site reserved, and without exceeding your permitted group size or Picnic Site, you may bring up to four (4) folding chairs or lawn chairs and one small table no larger than 4ft by 4 ft. Chairs and tables may not be set up on the sidewalks surrounding Picnic Place. No other furniture is permitted.

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 Picnic Site(s) or any other permitted rights to use parts of the Presidio. The Trust will not be subject to liability nor will Permittee be entitled to compensation because of such changes. The Trust will not be liable to Permittee for interference or inconvenience caused by any such action of the Trust.

Cancellation for Violation. If Permittee violates the terms and conditions of this Permit, the Presidio Trust may immediately cancel this Permit by written or verbal notice and Permittee shall promptly surrender the Premises in accordance with the terms and conditions of this Permit.

Non-Exclusive Use of Picnic Place. Picnic Place is a shared space. Your Permit entitles you only to the use of your Picnic Site. Multiple groups may have reservations for the adjacent tables, grills during your permitted, and the areas surrounding Picnic Place are open to the general public. Low amplified sound that does not disturb other visitors, residents, and tenants is permitted.

Cooking, Grilling, etc. Cooking, grilling, barbecuing, and the like in the Picnic Site is only allowed using the grills provided in the Picnic Site or otherwise available at Picnic Place. Only charcoal fires are permitted in the grills provided at the Picnic Site. Personal/portable cooking equipment (e.g., grills, stoves), propane, hazardous materials, and fuel other than charcoal for cooking on the provided grill(s) are prohibited. Permittee must bring their own charcoal and grilling supplies.

No Alternations and No Attachment of Decorations. Windy/breezy conditions are common at Picnic Place. You may decorate your picnic tables and should weigh or tie down such picnic decorations, however, tacking, nailing, and stapling of decorations to the tables is prohibited. Decorations on trees or other surrounding surfaces or vegetation is prohibited. Balloons, confetti, streamers, glitter, piñatas, water balloons, and other similar items that will litter the site are prohibited.

Clean Up: Permittee is responsible for maintaining the Picnic Site in good condition and for removal of all items brought to Picnic Place by Permittee and Permittee's group at the end of the reservation. All <u>trash</u>, <u>recycling</u>, <u>and compost should be sorted</u> and placed in the appropriate receptacles that are provided on-site. 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. A cleaning fee will be charged if the site is damaged, left untidy or if property is abandoned in the site.

Applicable Law; Revocation. You must comply with all applicable laws and restrictions at Tunnel Tops and the Presidio of San Francisco. The Presidio Trust reserves the right to revoke this Permit for any reason and may close or limit access to Picnic Place at any time and for any reason, including, but not limited to, safety, weather, or air quality conditions.

Express Prohibitions. You are prohibited from: the use of weapons or controlled substances (other than prescription drugs); smoking/vaping; gambling in any form, or the operation of gambling devices; the use or possession of fireworks or explosives; generators; feeding of animals; balloons, confetti, and the like; jump houses and inflatable play equipment; third party vendors; exchange of money for goods or services; tents, including popup tents. Alcoholic beverages are allowed in accordance with 36 CFR § 1002.35. Disorderly conduct is prohibited. Permittee shall not bring hazardous materials to the Picnic Site or burn any fuel other than reasonable and appropriate amounts of charcoal for cooking on the grill in your Picnic Site.

Pets. Pets are permitted in accordance with applicable law. Pets must be on leash at all times and may not be left unattended at any time. Permittee must clean up after their pets.

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Terms and Conditions of Use for Picnic Place

No Temporary Residence. Your Picnic Site is only a temporary grant of use of Presidio Picnics, which is revocable by the Presidio Trust at any time. The Picnic Site is not offered by the Presidio Trust for any residential purposes whatsoever, and you accept use of the Picnic Site with the express understanding that you will not claim the Picnic Site or any portion thereof as a residence or use the Picnic Site or any portion thereof for residential purposes either temporary or permanent.

Assumption of Risk; Indemnity; Waiver. You agree (on behalf of yourself and those in your group) to assume the risk of any harm or damage that may befall you or any member of your group while in the Picnic Site. You further understand 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 Picnic Site. 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 your Picnic Site.

You shall defend, indemnify and hold harmless the United States of America and the Presidio Parties from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, losses, costs and expenses arising from or relating to any loss of life, damage or injury to person, property or business occurring in or from the Picnic Site, or caused by or in connection with any violation of this Picnic Site or use of the Picnic Site or the Presidio by, or caused by or in connection with any other act or omission of you and your group, guests, invitees, or visitors.

You, as a material part of the consideration for this Permit, waive any and all claims against the Presidio Parties for damages by reason of any death of or injury to any person or persons, including any of your group, guests, invitees, or visitors or any other third persons, in or about the Presidio Picnic 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 your group, guests, invitees, or visitors, 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 Presidio Trust, while in, upon, or in any way connected with the Picnic Site or the Presidio.

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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