## PRESIDIO TRUST

## Terms and Conditions of Day Use for Rob Hill Campground

**Rob Hill Campground Day Use Reservation.** This reservation is for daytime use at the campsite named in the Recreation.gov reservation confirmation email ("Reservation Location"). 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 confirmation email (e.g., if the reservation time is for 10:00 AM – 3:00 PM, the Reservation Holder and their group must vacate by 3:00 PM). The Reservation Holder must maintain the Reservation Location in good condition; Reservation Holder shall in no way alter the Reservation Location; and shall dispose of Reservation Holder garbage in the provided receptacles, as marked. Reservation Holder shall extinguish all fires and surrender Reservation Location in a neat and clean condition. The Presidio Trust (the "Trust") reserves the right to revoke this reservation or close or limit access to Rob Hill Campground at any time and for any reason, such as when the Trust determines that safety, weather, or air quality conditions warrant such action. All fees are non-refundable.

Rob Hill Day Use. Reservation Holder may use Reservation Holder designated Reservation Location solely for casual picnicking or similar social gatherings and for no other purpose whatsoever. The number of persons cannot exceed the permitted group size (30 maximum). The reservation does not grant permission for any special activities that would normally require a Special Use Permit. Reservation Holder and their group are prohibited from hiring third party vendors (e.g., catering, beverage service, food trucks, entertainment, etc.) to provide services at Rob Hill Campground. Alcoholic beverages are allowed in accordance with 36 CFR § 1002.35. Disorderly conduct is prohibited.

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 email 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 are not allowed. The Reservation Holder or any member of Reservation Holder's group is 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. Reservation Holder shall not bring hazardous materials to the Campground other than reasonable and appropriate amounts of fuel for camping stoves. No animals other than service animals assisting individuals with disabilities in accordance with applicable law are permitted. Fires are permitted in the BBQ and fire pit only. Collection of live, downed or dead wood is prohibited; Reservation Holder may bring in wood from outside the Presidio of San Francisco.

**No Alternations and No Attachment of Decorations.** Decorations affecting the irrigation and on trees or other surrounding surfaces, buildings 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.

**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

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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 <a href="https://presidio.gov/about/presidiotrust/documents/regulations">https://presidio.gov/about/presidiotrust/documents/regulations</a>.

**Non-Exclusive Use of Rob Hill Campground.** Rob Hill Campground is a shared space. Reservation entitles Reservation Holder only to the use of Reservation Location. Multiple groups may have reservations for the adjacent sites.

**No Temporary Residence.** Reservation is only a temporary grant of use of Rob Hill Campground, which is revocable by the Trust at any time. The Reservation Location is not offered by the Trust for any residential purposes whatsoever, and Reservation Holder accept use of the Reservation Location with the express understanding that Reservation Holder will not claim any portion thereof as a residence or use the Reservation Location or any portion thereof for residential purposes either temporary or permanent.

Assumption of Risk; Indemnity; Waiver. Reservation Holder agrees (on behalf of Reservation Holder and those in Reservation Holder's group) to assume the risk of any harm or damage that may befall Reservation Holder or any member of Reservation Holder's group while at Rob Hill Campground. Reservation Holder 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 Reservation Location. 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 the 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.

**Parking.** Parking on Central Magazine Road is reserved for Reservation Holders and their parties only. Each reservation is provided a maximum of four (4) parking spots. Reservation Holders must park in designated parking spaces. Only active loading and unloading of vehicles in the designated loading zone are permitted. Each permitted vehicle must be parked in the parking area that is located just outside the service road adjacent to the access gate, with the reservation email confirmation (i.e., reservation order number, check-in date, check-out date, and the name of the reserved campsite) visibly displayed on the vehicle's dashboard. All vehicles must be removed by the end of the Reservation. No RVs or trailers are allowed at Rob Hill. Vehicles improperly parked are subject to ticketing and towing by the U.S. Park Police.

**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