

Picnic Reservation. This reservation is only for the designated Picnic Table(s) and grills identified in the Reservation Confirmation and defined in these Terms and Conditions as “Picnic Site”. The person named on the Reservation Confirmation 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 is valid for the entirety of the time(s) and date specified in the reservation confirmation email.

The Reservation Holder is responsible for all the Reservation Holder’s guests, visitors, and invitees (collectively, “Reservation Holder’s Parties”). Reservation Holder must be present at the Picnic Site with 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.

Picnic Site Use. The Reservation Holder may use the designated Picnic Site solely for recreational picnicking and for no other purpose whatsoever. One (1) Picnic Site reservation per group per day is permitted. Reservation Holder(s) may not combine reservations to form larger parties even if the other Reservation Holder is under a different name. Violation of this rule will cause forfeiture of all Reservation Holder(s) security deposits by members of the same group.

The number of persons at the Reservation Holder’s Picnic Site cannot exceed the allowable reservation group size. This reservation does not grant permission for any special activities that would normally require a Special Use Permit (see [Lawn Rentals and Special Use Permits](#) page). The Reservation Holder and the Reservation Holder’s Parties are prohibited from hiring additional third-party vendors (e.g., catering, beverage service, food trucks, entertainers, rental services, etc.) to provide services at the Picnic Site. A third-party vendor is defined as any individual, company, or organization that sells goods or provides a service to other businesses or consumers. If you are unsure about third party vending activities, please email picnic@presidiotrust.gov. The Reservation Holder 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 the broader Picnic Site. No other furniture is permitted including pop-up tents. Staking of any type is not permitted on lawns and pathways.

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 Picnic Site(s) 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.

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 Picnic Site for the purposes set forth in the confirmation.

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 also prohibited. The Reservation Holder and the Reservation Holder’s Parties 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. Alcoholic beverages are allowed in accordance with [36 CFR § 1002.35](#), disorderly conduct is prohibited.

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 Picnic Site 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, and barbecuing is only allowed using the grills provided at the Picnic Site. Only charcoal fuel is permitted. Personal/portable cooking equipment including grills, hibachis and similar cooking appliances are not allowed. Reservation Holder must bring their own charcoal and grilling supplies. The Reservation Holder and the Reservation Holder’s Parties shall not bring hazardous materials to the Picnic Site.

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/or the Reservation Holder’s Parties 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 Picnic Site 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 Picnic Site, 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 the 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 view (<https://presidio.gov/about/presidio-trust/documents/regulations>.) or visit this [link](#)

Non-Exclusive Use of Picnic Site. The Picnic Sites are among shared spaces. This reservation entitles the Reservation Holder only to the use of the specified "Picnic Site." Multiple groups may have reservations for surrounding and adjacent areas such as nearby lawns, benches, tables, and grills during the reservation hours.

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 their Picnic 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. 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 that does not fit in the trash receptacles at the Picnic Sites must be packed out by the Reservation Holder or risk losing the security deposit.

Surrender. The Reservation Holder is responsible for maintaining the Picnic Site in good condition. Upon revocation or other termination of this reservation, the Reservation Holder shall surrender the Picnic Site 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 the responsibility of the Trust. These items 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 Reservation Holder's Parties while at the Picnic Site. The Reservation Holder further understands and agrees 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(s). 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.

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 these Terms and Conditions 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 Reservation, 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 Picnic Site, 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.

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 \$75.00 deposit is required at the time of booking. Deposits will be refunded if all Terms and Conditions are followed including leaving the Picnic Site clean at the end of the 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 Picnic Site 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 Picnic Site, or cancelled this reservation, in accordance with cancellation policy.

Cancellation. 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 Presidio 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 is forecasted 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 picnic@presidiotrust.gov or call (415) 561-5083 no later than 10:00 am on the scheduled reservation date.** The \$10.00 cancellation fee will apply.

EMERGENCY INFORMATION

Emergency assistance: 911

Non-emergency assistance: Park Dispatch (415) 561-5505