



Kezar and Practice Facility License Term Sheet May 15, 2025

Licensors: City of San Francisco, San Francisco Recreation and Parks Department
Licensee: FIL Partners LLC, owner of Golden City FC, an MLS Next Pro Soccer Team ("GCFC or Tenant")

Term: 15 years with three 5-year options. First two options to renew will be solely at GCFC discretion; provided that GCFC has provided additional capital maintenance as described under Capital Maintenance below. For option three both parties must agree to renew.

Properties: **Kezar Stadium:** for home games and as described in the Kezar Stadium Usage section
Kezar Triangle and Arguello Hub: Available to GCFC for all games to host match-day events
Boxer Stadium and Other RPD Athletic Fields: May be used for practices pending availability and subject to regular permit policies.

Improvements to be made by Licensee: (50% made prior to 1st game and remainder over following 2 years) subject to Permit Fees credit described below for renovations to Kezar Stadium only.

Kezar Stadium Improvements Estimated Costs:

Renovate and Redo Turf	\$5.75m (to be completed prior to first games)
Improve Seating and Press Box	\$2.5m
Install Improved Scoreboard & Sound	\$0.5m
Improve Concession Area	\$0.25m
ADA Compliance	Amount to be determined based on investment in compliance with ADA requirements
Total improvements estimated to be:	\$10 m

The Department may agree to allow GCFC to do other capital improvements for Kezar Stadium and may include them in the defined Kezar Stadium Improvements (for purposes of rent credits). The details of all improvements to Kezar Stadium must be approved in writing by the Department and shall become property of the Department upon the expiration or termination of the Permit. GCFC shall be responsible for the cost of any ADA upgrades triggered by their desired or necessary improvements to Kezar Stadium.

GCFC shall be responsible for the cost of maintaining and repairing any improvements that they install.

This agreement may be terminated by the Department if

- The 1st game is not played at Kezar Stadium by the end of September 2027 with 50% of required improvements completed as that date.
- The remaining required improvements are not completed within 2 years following the 1st game or September 1, 2029, whichever is later.

Capital Maintenance: Over the life of this lease Kezar Stadium will require additional funds for capital maintenance. Prior to the exercise of each five year option, GCFC shall fund or place into a separate maintenance fund account \$1 million to cover life-cycle replacements or repairs.



Kezar Stadium Usage:

Game Use: GCFC shall have the right to use Kezar Stadium for home league and non-league soccer matches. The total number of regular season league matches is expected to be 15 per year (but subject to increase if MLS Next Pro increases total games). There may be additional regular season league matches and non-league matches, but in no event more than 20 GCFC matches per year without approval of the General Manager (excluding playoff matches if GCFC qualifies for playoffs). The schedule of matches will be coordinated between the Department and GCFC, who will coordinate with MLS Next Pro to accommodate the Existing Uses.

Existing Uses to be accommodated shall be the following. Final determination of schedules will be made by RPD.

- High School and Middle School track meets in the spring in similar numbers and dates to those played in the past two years.
- High School and Middle School track practices.
- RPD Summer Camps which use a portion of the field in the summer for their activities.
- Public access to run the track except that on game days access will be restricted.
- High School Football games in the fall for Mission High School, SHCP, the Bruce Mahoney Game and the Turkey Bowl subject to the below Football Game Scheduling Provisions
- RPD may continue to permit high school soccer games and playoff games if they do not interfere with GCFC's games and in accordance with normal restrictions on field wear.

Football Game Scheduling Provisions: MLS does not allow football lines to appear on the field during soccer games. As a result, the Department will work with GCFC and the football teams to identify at least two blocks each year when the field can be lined and used for the following games:

- Mission High school – up to 3 regular season games
- SHCP – up to 3 regular season games
- The annual Bruce Mahoney game
- Possible Playoff games for either team in November or possible preseason games in September
- The Turkey Bowl game

In order to allow schedules to be developed, by November 15 of each year GCFC shall notify RPD of available weekends for football play who will in turn notify the high schools. By Jan 15, schools will notify RPD of the proposed game schedule to be mutually agreed upon between RPD, Mission, SHCP, SI (when hosting Mahoney), and GCFC. Because of the time needed to rehabilitate the field and remove football lines, the blocks shall include:

- 3 weekends of play starting in the last weekend of September through the first weekend of November (based on season start and end weeks). These weekends will be back-to-back.
- 1 weekend of play to accommodate possible playoff games (if possible) or 1 weekend of play in September to accommodate preseason games. Both schools must use the same option.
- Thanksgiving Day for the Turkey bowl

GCFC will cover all additional costs required for maintenance of field due to increased use and need to remove and add football lines.

Use of Kezar Stadium - Field Maintenance and Community Impact

The Department and GCFC will work together to manage use of Kezar Stadium for other purposes to prevent undue wear and tear; to ensure proper field maintenance and rest; and to limit impacts on the neighboring community.

1. **Usage:** Use of Kezar for games more than 2 or 3 times for games in a calendar week (depending on the type of use and season) will be limited and consistent with historic practices for Kezar with respect to total usage.
2. **Ensure Maintenance Rest:** Kezar field shall be closed for rest and reseeding as needed to maintain the field.
3. **Use for Practices:** No team or group (including GCFC) will be able to use Kezar for basic team practices, except that GCFC will be allowed to have light practice the day before any GCFC Kezar match in coordination with RPD maintenance.



Use of Kezar Stadium - Competing Sports Events

GCFC is making a significant investment into improving Kezar Stadium and wants to ensure that its brand is protected within use of the field.

- **Non-soccer:** Use of Kezar as a Home Field by a professional non-soccer sports team shall require the consent of GCFC.
 - Home field shall mean the designated field where a professional non-soccer sports team plays more than 3 times a year.
- **RPD Initiated Soccer:** RPD may initiate the use of Kezar for adult soccer teams provided that for any team the use shall be limited to one-time per team within any last twelve month ("LTM") period
- **Soccer Matches:** GCFC shall have the following rights with respect to any ticketed soccer matches
 - Right to manage and control all food concessions with split to be negotiated with user
 - Right to manage stadium operations to ensure that installations are used appropriately
 - Right to Co-Brand with RPD
 - RPD and GCFC will share profits 50/50 after payment of RPD's standard permit fee

Locker Rooms:

- GCFC shall have the right to use the locker rooms in Kezar Pavilion for up to 6 hours before and 3 hours after each game provided that Kezar Pavilion will not be available during its renovation and access may be limited due to Kezar Pavilion use for high school basketball.
- Prior to the completion of the renovation of Kezar Pavilion, RPD will make reasonable efforts to provide GCFC with space to place mobile locker rooms at no expense to GCFC for use of the space in the area surrounding Kezar. Available space is limited. GCFC will have access to a room for referees before, after and during games.

Concessions: GCFC shall have the right to have concessions that will offer food, merchandise and alcohol to attendees similar to other sporting venues. Any sale of alcohol shall be subject to approval by the San Francisco Police Department in accordance with standard requirements.

GCFC may rent Kezar Triangle and the Arguello Hub on game days provided that at all times access will remain open to the Department's maintenance facility. They may be used for concessions and festivities.

Annual Operating Plan: At least sixty (60) days before the commencement of Permittee's regular season, Permittee shall submit to the General Manager an Annual Operating Plan for review and approval. The Operating Plan shall enumerate in detail the Permittee's Transportation Plan and Security Plan and plans to ensure that the Kezar track is protected.

Transportation Plan Permittee shall submit a comprehensive Transportation Plan to the Department for review and approval. The Transportation Plan shall encourage public and alternative transportation options and shall be included in all home league match publicity. At the request of the Department, Permittee shall be required to modify the Transportation Plan.

Arrangements for Traffic and Safety: Permittee shall make all necessary arrangements with the San Francisco Police Department, Department of Parking and Traffic, San Francisco Municipal Transit Authority, and San Francisco Fire Department to ensure that all home league matches are conducted in a safe, orderly, and organized manner.



Amplified Sound: The use of amplified sound during games for play-by-play announcement is strictly prohibited. Permittee shall not install any sound system without consultation with neighboring communities and written approval by the Department.

Boxer and Other City Field Usages

On a rotating basis, certain designated soccer pitches will be made available for GCFC team practices per the normal permitting process and fees. All fees will be subject to the Credit Against Certain Fees below. Generally, team practices shall be held on weekdays and will end prior to 3:00 PM each day in order to ensure that the practices are during times when the Department has excess capacity, and existing users will not be displaced.

Permit Fees:

Home League Matches: For *each* home league match approved by the Department, Permittee shall pay the following Permit Fees which are subject to annual CPI adjustments in accordance with rates set by the Controller under Section 12.20 of the Park Code. The below amounts are subject to the Credit Against Certain Fees section below:

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|-----------------------------|---------|
| 1. Kezar Fixed Event Fee | \$1,500 |
| 2. Kezar Hourly Event Fee | \$750 |
| 3. Kezar Triangle Event Fee | \$750 |

Percentage of Ticket Sales: The Department will not receive any percentage of ticket sales for the first ten years. After year ten, the Department will receive 10% of ticket sales to the extent the amount is greater than all other costs paid to the Department. This permit fee is subject to the Credit Against Certain Fees section below.

Tickets: As part of the required Permit Fees, GCFC will also provide 38 tickets to the Department for each home game, for the Department to distribute to the City's underserved community and for Department-specific uses. At least 30 tickets will be distributed to the City's underserved community.

Annual Minimum Permit Revenue: GCFC will ensure that RPD's total permit fees received for any fiscal year are at least \$55,000 (subject to CPI increases) (the "Minimum Permit Revenue"). By June 1 of each year, the Department will notify GCFC if permit revenue received from others will be less than the Minimum Permit Revenue. Any difference owed will be payable annually by June 15 by GCFC.

Practice Fields: Permittee shall pay fees for practice fields in accordance with rates set forth by the San Francisco Park Code. The current fees are set forth on the Department's website. These fees are subject to the Credit Against Certain Fees section below.

Reimbursement for Costs: Permittee shall regularly reimburse Department for all costs reasonably incurred by City for home league matches, including without limitation, cost of Park Ranger security, grounds preparation, facility operation, and repairs. Likely additional staffing fees include the following:

Kezar Park Ranger	8 staff for 4 hours
Kezar Electrician	1 person for 4 hours
Kezar Grounds Crew	2 staff for 4-6 hours
Kezar Event Manager	1 staff for 8 hours
Kezar Facility Staff	1 staff for 12 hours
Kezar Custodial	Varies based on attendance but a minimum of 2 for 4 hours
Kezar Custodial - post game	6 staff for 4 hours or possibly arrange for your own custodial



In addition, Permittee shall be required to reimburse other City departments with regulatory of permitting authority including without limitation, San Francisco Police Department, Department of Parking and Traffic, and the San Francisco Fire Department. Those agencies have separate permit fees and must be paid by GCFC.

Additional Resources for Field Maintenance: Permittee and the Department shall annually agree to Permittee providing additional resources for field maintenance including equipment, seed and gardening staff due to the increased usage by GCFC.

Credit Against Certain Fees: Permittee shall be entitled to receive credit against certain Permit Fees in an amount equal to properly documented and approved costs of Kezar Stadium Improvements; provided that the Annual Minimum Permit Revenue, any Reimbursements for Costs and any Additional Resources for Field Maintenance shall not be subject to offset.

Additional Community Benefits:

GCFC shall regularly provide both free and discounted tickets to both the general Bay Area community and to the soccer community as part of its mission to bring the world's most inclusive sport to the world's most inclusive city.

Other Items:

Limitations on Signage: Permittee shall not display any signs or advertisements without the prior consent of the General Manager, in his sole discretion. All signage must comply with San Francisco Park Code Section 3.07(b)(3). The Department will use its best efforts to allow installation of signage at Kezar that says Kezar Stadium, Home of the Golden City Football Club.

Ongoing Fan Experience Review: Permittee and RPD shall together periodically review the fan experience with an objective to continually improve it, provided that RPD shall not be required to incur any additional expenses.