

File No. 260614

Committee Item No. 15

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Appropriations Committee Date June 17, 2026

Board of Supervisors Meeting Date _____

Cmte Board

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Completed by: Brent Jalipa Date June 11, 2026

Completed by: Brent Jalipa Date _____

1 [Permit Amendment - Another Planet Entertainment - Polo Field Concerts - Up To Nine Year
2 Extension and Fee Increase]

3 **Resolution authorizing the Recreation and Park Department to issue an amended**
4 **permit allowing Another Planet Entertainment to hold ticketed concerts at the Golden**
5 **Gate Park Polo Field, to take place on the Friday, Saturday, and Sunday either following**
6 **or preceding the Outside Lands Festival in 2027, 2028 and 2029, in exchange for a**
7 **minimum permit fee of \$1,530,000 per year for two-day events and \$2,295,000 per year**
8 **for three-day events through 2029, and with options to extend the permit until 2035 and**
9 **with increased minimum permit fees during any such extensions; affirming a**
10 **categorical exemption under the California Environmental Quality Act; and authorizing**
11 **the Recreation and Park Department General Manager to enter into amendments or**
12 **modifications to the permit that do not materially increase the obligations or liabilities**
13 **to the City and are necessary to effectuate the purposes of the permit or this**
14 **Resolution.**

15
16 WHEREAS, The City and County of San Francisco (the "City") owns the parcel of land
17 commonly referred to as Golden Gate Park ("GGP"), which is under the administrative
18 jurisdiction of the City's Recreation and Park Commission; and

19 WHEREAS, Another Planet Entertainment LLC, a Delaware limited liability company
20 ("Another Planet" or "Permittee"), is a concert production company that organizes the annual
21 Outside Lands Festival ("OSL Festival") which has been taking place in GGP since 2009
22 pursuant to a twice-amended Permit ("OSL Permit") issued by the San Francisco Recreation
23 and Park Department ("RPD"); and

24 WHEREAS, The OSL Festival takes place in the western part of GGP, including on the
25 Polo Field, and the Board of Supervisors, when it approved an extension of the OSL Permit

1 until 2031, found that Another Planet has made the OSL Festival a great success (Resolution
2 No. 156-19); and

3 WHEREAS, In 2023, City and Another Planet entered into the Polo Field Concert Use
4 Permit ("Polo Field Permit") separate and apart from the OSL Permit, in order to provide for
5 the production of concerts in the Polo Field ("Polo Field Concerts") the weekend immediately
6 following the OSL Festival in each year of 2024, 2025 and 2026 (Resolution No. 426-23); and

7 WHEREAS, Pursuant to the original Polo Field Permit, Another Planet produced
8 concerts in the Polo Field after OSL in 2024 and 2025, attended by approximately 55,000
9 people each year and generating \$2,842,000 in permit fees to the City over the two years, and
10 is preparing to produce Polo Field Concerts in August of 2026; and

11 WHEREAS, The original Polo Field Permit also requires Another Planet to implement
12 mitigation plans to support neighborhood residents and local merchants with the sound and
13 transportation impacts from the concerts (including by utilizing a central command post and
14 community hotline to address real-time issues), to pay community benefit funds to
15 Supervisorial Districts 1 and 4, to reimburse RPD and the San Francisco Municipal
16 Transportation Agency for various costs associated with the concerts, to provide free Muni
17 rides to and from the concerts, and to also provide three free downtown concerts each year;
18 and

19 WHEREAS, The Polo Field Concerts have been feasible on these terms because they
20 occurred on the weekends immediately following the OSL Festival, which provided efficiencies
21 by allowing re-use of the some of the same infrastructure from the OSL Festival, albeit with a
22 reduced footprint, minimizing the events' impact on the public and the park, and allowing for
23 just one load-in and one load-out operation; and

24 WHEREAS, RPD and Another Planet have negotiated an Amended Polo Field Concert
25 Use Permit, which would incorporate the terms of the OSL Permit and original Polo Field

1 Permit and extend the Polo Field Permit term by at least three (3) years until 2029, increase
2 the minimum permit fees from \$2,226,000 for a three-day event to \$2,295,000 for three-day
3 events, with options to extend the term for up to six additional years with corresponding fee
4 increases; and

5 WHEREAS, The proposed Amended Polo Field Concert Use Permit is on file with the
6 Clerk of the Board in File No. 260614 and includes, among other provisions, the following
7 significant terms:

8 (1) Term: An initial term of three (3) years covering concerts in 2027, 2028 and 2029, with
9 one three (3) year option to extend to cover concerts in 2030, 2031 and 2032, and a
10 second three (3) year option to extend to cover concerts in 2033, 2034 and 2035.

11 Another Planet must provide at least 12 months of notice to RPD each time it chooses
12 to exercise an option to extend.

13 (2) Premises: The Polo Field, a portion of Lindley Meadow, and the areas in GGP that
14 connect those areas.

15 (3) Permitted Use:

16 a. Type of Events: During each year of the term, production of two one-day
17 concerts, with the option to produce one additional one-day concert, open to the
18 public upon purchase of tickets.

19 b. Dates of Events: The concerts are to be held either on the Friday, Saturday
20 and/or Sunday immediately preceding or following the weekend of the annual
21 OSL Festival that year. Another Planet must notify RPD by May 1 of each year
22 of the specific dates of the Polo Field Concerts for that year.

23 c. Infrastructure: The Polo Fields Concerts will operate within the regular footprint
24 of the OSL Festival, and, in years where the OSL Festival also occurs, will re-
25 use the same main stage and certain other infrastructure.

- 1 d. Removal: If the concerts are held following the OSL Festival, Another Planet
2 must remove all set-up in the Polo Field and Lindley meadow by 10:00 p.m. on
3 the Wednesday (Thursday if there is a concert on Sunday) following the
4 conclusion of the Polo Field Concerts.
- 5 e. Terms and Restrictions: Another Planet is permitted to sell alcoholic beverages
6 and allow amplified sound at the Polo Field on the same terms and conditions as
7 set forth in the OSL Permit. Another Planet shall not allow more than 65,000
8 paid attendance per day.
- 9

10 (4) Permit Fee and Financial Terms:

11

- 12 a. Minimum Fees: For each year of the initial three-year term, Another Planet will
13 pay RPD the higher of a minimum of \$1,530,000 for a 2-day event and an
14 additional \$765,000 for a third day or 5% of the gross ticket revenue (as defined
15 in the Polo Field Concert Use Permit) from the Polo Field Concerts. If the
16 extension option for an additional three years is exercised, the fee will increase
17 to the higher of \$835,000 per day or 5% of gross ticket revenue in years 2030,
18 2031 and 2032. If the second extension option for another three years is
19 exercised, the fee will increase to the higher of \$915,000 per day or 5% of gross
20 ticket revenue in years 2033, 2034 and 2035.
- 21
- 22 b. Staff Expenses: Another Planet will be required to reimburse RPD for all staff
23 expenses including staff time to monitor set-up and take-down and for security.
- 24
- 25

1 c. Payment Schedule: During each year of the permit, 50% of the Minimum Rent
2 shall be due by June 15, with the remainder of the Minimum Rent, as well as
3 reimbursements due to RPD, to be paid due no later than September 1 of that
4 year.

5
6 (5) Community Outreach: Another Planet shall continue to comply with all Operating and
7 Outreach Requirements set forth in the OSL Permit and will meet with neighborhood
8 groups prior to the Polo Field Concerts to discuss the impacts and ways to mitigate
9 such impacts.

10 (6) Security: Another Planet will work with a private security firm and the San Francisco
11 Police Department, to provide full security for the Polo Field Concerts at Another
12 Planet's own cost.

13 (7) Free Muni for Polo Concert Attendees: In addition to reimbursing SFMTA for the direct
14 costs of Muni Services, Another Planet will fund free MUNI rides to and from the Polo
15 Field for those attending the concerts.

16 (8) Community Benefit Funds: In connection with the OSL Festival, Another Planet is
17 providing \$30,000 annually to both District 1 and District 4 for neighborhood-specific
18 projects and programs, and Another Planet will continue to pay an additional \$10,000
19 each year in community benefit funds to each of District 1 and District 4 during the term
20 of the Amended Polo Field Concert Use Permit.

21 (9) Free Downtown Concerts: Another Planet will organize three free San Francisco
22 concerts each year, bringing musical acts to three out of four of the following locations:
23 Civic Center Plaza, Union Square, the Embarcadero and/or the Jerry Garcia
24 Amphitheater. The free concerts will be held in the Summer and/or Fall. Another
25 Planet will be required to obtain a one-day special event permit from RPD for each

1 concert and will not be charged a permit fee for these free concerts but as part of the
2 permit will be required to cover City costs related to the concerts.

3 (10) Other Terms: All other terms of the Amended Polo Field Concert Use Permit
4 relating to production of the Polo Field Concerts will follow the current OSL Permit (as
5 amended in 2019) between RPD and Another Planet, including sound mitigation,
6 transportation plans and community hotlines and responses; and

7 WHEREAS, The Amended Permit will not only provide significant recreational benefits
8 by continuing a successfully administered and well-attended concert series in GGP, but it will
9 also provide RPD needed revenue to ensure the current maintenance of our park system and
10 to provide robust recreation programming in the face of significant budget constraints and
11 increased costs; and

12 WHEREAS, Allowing the Polo Field Concerts to occur either on the weekends
13 immediately before or after the OSL Festival will provide flexibility in determining a weekend
14 that works best for the parties and the community at large; and

15 WHEREAS, Regardless of the weekends selected, allowing the Polo Field Concerts to
16 use infrastructure that is also used for the OSL Festival will reduce the amount of load-in and
17 load-out time and the impact on the park and park users; and

18 WHEREAS, In the event that the OSL Permit terminates and the OSL Festival will not
19 be held, Another Planet shall still be entitled to hold two and possibly three Polo Field
20 Concerts under all of the terms of the Amended Polo Field Concert Use Permit, provided that
21 the Polo Field Concerts are held on one of the first three weekends (Friday through Sunday)
22 of August, but either party may choose to terminate the Amended Polo Field Concert Use
23 Permit by providing notice to the other party within 60 days after the termination of the OSL
24 Permit; and

1 WHEREAS, The Planning Department has found that the proposed permit issuance is
2 categorically exempt from environmental review under the California Environmental Quality
3 Act, and a copy of these findings is on file with the Clerk of the Board of Supervisors in File
4 No. 260614, and are incorporated herein by reference; and,

5 WHEREAS, The Recreation and Park Commission adopted Resolution No. 2605-009,
6 which is on file with the Clerk of the Board of Supervisors in File No. 260614 and which is
7 incorporated herein by reference, finding that the permit fees are appropriate, finding that
8 reliance on competitive bidding procedures for the permit would be impractical and/or
9 impossible, and recommending that the Board of Supervisors authorize RPD to enter into the
10 permit; now, therefore, be it

11 RESOLVED, That the Board of Supervisors finds that due to 1) the significant
12 experience of Another Planet in operating festivals in sensitive park environs and showcasing
13 the City and the Bay Area, and the economic contributions, including the rent to be paid by
14 Another Planet under the proposed Amended Polo Field Concert Use Permit, 2) the limited
15 duration of the Polo Field Concerts each year, and the limited availability of City properties for
16 musical and other special events, and 3) the unique opportunity to reduce costs and park
17 impacts in years when the Polo Field Concerts will occur within one week of the existing OSL
18 Festival and use much of the same infrastructure, subject to a termination option if the OSL
19 Festival does not occur, that competitive bidding for the proposed Amended Polo Field
20 Concert Use Permit is impractical or impossible and therefore not required; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes RPD to
22 execute the Amended Polo Field Concert Use Permit on file with the Clerk of the Board of
23 Supervisors; and, be it

24 FURTHER RESOLVED, That the RPD General Manager is authorized to execute and
25 deliver the Amended Polo Field Concert Use Permit, and to take any and all steps necessary

1 or appropriate to effectuate the execution, delivery and performance of the Amended Polo
2 Field Concert Use Permit. The General Manager, at his or her discretion and in consultation
3 with the City Attorney and the City Controller, is authorized to enter into any additions,
4 amendments, or other modifications to the Amended Polo Field Concert Use Permit that the
5 General Manager determines are in the best interests of the City and do not materially
6 increase the obligations or liabilities of the City or materially decrease the payments or other
7 benefits to the City, and are necessary or advisable to effectuate the purpose and intent of
8 this Resolution; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors affirms the Planning
10 Department's determination that the Amended Polo Field Concert Use Permit issuance is
11 categorically exempt from environmental review under the California Environmental Quality
12 Act.



FIRST AMENDMENT TO POLO FIELD CONCERT USE PERMIT

This First Amendment to Polo Field Concert Use Permit (the “Amended Permit”), dated for reference purposes only as of ____ is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City” or “Landlord”), acting by and through its Recreation and Park Department (the “Department”), and ANOTHER PLANET ENTERTAINMENT, LLC, a Delaware limited liability company (“Permittee”).

RECITALS

A. City and Permittee entered into that certain Use Permit, dated for reference purposes as of April 1, 2009, as amended by the First Amendment dated December 5, 2012 and the Second Amendment dated July 15, 2019 (collectively the “OSL Permit”), pursuant to which City granted to Permittee the right to hold an annual three-day music and arts festival in Golden Gate Park through 2031, which is known as San Francisco’s Outside Lands Music and Arts Festival ® (the “Festival” or “OSL Festival”), all as more particularly described in the OSL Permit.

B. On July 1, 2023, City and Permittee entered into the Polo Field Concert Use Permit (the “Polo Field Permit”), separate and apart from the OSL Permit, in order to provide for the production of concerts in the Polo Field (“Polo Field Concerts”) over the weekend immediately following the OSL Festival in each year of 2024, 2025 and 2026. A copy of the Polo Field Permit is attached as Exhibit A to the First Amendment.

C. City and Permittee presently desire to amend the terms and conditions of the Polo Field Permit to extend the term for three (3) years with two additional three (3) year extension options, to increase the fees payable, and to modify certain other provisions, all on the terms and conditions set forth below.

D. Whereas, under the original Polo Field Permit, Permittee was permitted to hold up to three (3) concerts each year on the weekend immediately following the OSL Festival, under the Amended Permit, Permittee will have the option to select either the weekend immediately following the OSL Festival or the weekend immediately preceding the OSL Festival, with the consent of the Department, in order to provide flexibility in determining a weekend that works best for the parties and the community at large.

E. Regardless of the weekend selected, the Polo Field Concerts will continue to use infrastructure installed each year for the OSL Festival, in order to reduce the amount of load-in and load-out time and the impact on the park and park users.

AGREEMENT

NOW THEREFORE, City and Permittee hereby agree as follows:

- The following provisions of Section 1 of the Polo Field Permit are replaced with the following. All other provisions shall remain in place. All references to the Polo Field Permit shall mean the Polo Field Permit as amended by this First Amendment.**

Basic Permit Information. The following portions of Section 1 of the Polo Field Permit are replaced with the following:

Permitted Use:	Production of two (2) one-day concerts open to the public upon purchase of tickets. Permittee has the option to produce one (1) additional one-day concert. Concerts must be held on a Friday, Saturday, and/or Sunday in one of the weekends either immediately preceding or following the weekend of the annual OSL Festival of that year. The Permittee must notify the Department by May 1 of each year of the specific dates of the Polo Field Concerts for that year. If the concerts are held following the weekend of OSL, then the main stage in the Polo Field and other infrastructure from the OSL Festival will remain on site and will be used for the Polo Field Concerts. If the concerts are held before the weekend of OSL, then the main stage in the Polo Field will be the same one as is used by OSL. Other installations may occur in the Polo Field and an entrance will be created in Lindley Meadow. The installations will include but are not limited to: • A main stage on the western end of the Polo Field; • Food and beverage booths including beer, wine and spirits using many of the same installations as the OSL Festival; • Fencing around the entire area which will be considered a beer garden; • VIP and ADA viewing platforms; • Video monitoring screens; and • Portable restrooms. If the concerts are held following the OSL Festival, then set up will occur during the take-down of the OSL Festival. If the concerts are held following the OSL Festival, on a Friday and/or Saturday, Permittee must remove all set up in the Polo Field and Lindley Meadow by the 10:00 p.m. on the Wednesday following the conclusion of the Polo Field Concerts. If the last concert day is on Sunday, Permittee
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	must remove all set up in the Polo Field and Lindley Meadow by the 10:00 p.m. on the Thursday following the conclusion of the Polo Field Concerts. Permittee is permitted to sell alcoholic beverages and allow amplified sound at the Polo Field on the same terms and conditions as set forth in the OSL Permit. Permittee shall not allow more than 65,000 paid attendees per day.
Polo Field Concerts Permit Fees and Financial Terms:	Minimum Permit Fee: 2027 Minimum Permit Fee is \$1,530,000 for a two-day event and an additional \$765,000 for a third day. This fee will remain fixed for 2028 and 2029. If the extension option for an additional three (3) years is exercised, the fee will increase to \$835,000 per day in years 2030, 2031 and 2032. If the second extension option for another three (3) years is exercised, the fee will increase to \$915,000 per day in years 2033, 2034 and 2035. Percentage Rent: Five percent (5%) of the sum equal to gross ticket revenue received from the Polo Field Concerts excluding any complimentary tickets and any reasonable and customary third-party service charges or convenience fees (the “Gross Revenue”); less the Minimum Permit Fee paid by Permittee for such year [i.e., Permittee shall pay the greater of five percent (5%) of Gross Revenue or the Minimum Permit Fee for each year of the Polo Field Concerts, whichever is higher].
Contingency if OSL Festival Not Held:	In the event that the OSL Permit terminates and the OSL Festival will not be held, Permittee shall still be entitled to hold two and possibly three one-day Polo Field Concerts under all of the terms of the Amended Permit, provided that the Polo Field Concerts are held on one of the first three weekends (Friday through Sunday) of August. Notwithstanding the foregoing, either party may choose to terminate the Polo Field Permit by providing notice to the other party within sixty (60) days after the termination of the OSL Permit.
Term:	The Polo Permit shall have an initial term of three (3) years, covering concerts in 2027, 2028 and 2029, with one three (3) year option to extend to cover concerts in 2030, 2031 and 2032, and a second three (3) year option to cover concerts in 2033, 2034 and 2035. Permittee must provide at least twelve (12) months of notice to Department each time it chooses to exercise an option to extend.

	The Term of the Amended Permit shall commence on the Effective Date (as defined in Section 11 of the Polo Field Permit) and shall initially expire on the date when the load-out is to be completed for the 2029 Polo Field Concert, unless it has been extended. If it has been extended for a second term, then it will expire when the load-out is completed for the 2032 Polo Field Concert, unless it has been extended again. If it has been extended a second time, then it will finally expire when the load-out is completed for the 2035 Polo Field Concert.
Payment Schedule	50% of the Minimum Rent shall be due by June 15 of each year. Permittee will be able to access the Premises to prepare and set up for each of the Polo Field Concerts only if the Minimum Rent has been received. The remainder of the Minimum Rent, reimbursement of the Park's reasonable and customary expenses as well as any Percentage Rent will be due and payable by September 1 of that year.

2. **Free Downtown Concerts:** Effective as of the Effective Date, Section 7 of the Polo Permit is replaced in full as follows: "Permittee will organize three (3) free downtown concerts in which the Permittee will bring a musical act to each of Civic Center Plaza, Union Square and Embarcadero annually for each year of the Polo Field Concerts. The concerts will be held in the Summer/Fall of each year starting in 2027. The Permittee will work with local community and business organizations, but it is expected that the concerts will be on a weeknight from 5 pm to 7 pm and will celebrate local artists or visiting artists. The Permittee will be required to obtain a one-day special event permit for each concert and will not be charged a permit fee for these free concerts but as part of the permit will be required to cover City costs related to the concerts."

City and Permittee have executed this Amendment to Permit as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Sarah Madland, Interim General Manager
Recreation and Park Department

PERMITTEE:

ANOTHER PLANET ENTERTAINMENT, LLC,
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

**APPROVED BY
RECREATION AND PARK COMMISSION
PURSUANT TO RESOLUTION NO. _____**

DATED: _____

Ashley Summers, Commission Liaison

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____

Manu Pradhan
Deputy City Attorney

Exhibit A



London N. Breed, Mayor
Philip A. Ginsburg, General Manager

POLO FIELD CONCERT USE PERMIT

This Polo Field Concert Permit (this “Permit” or the "Polo Permit"), dated for reference purposes only as of July 1, 2023, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City” or “Landlord”), acting by and through its Recreation and Park Department (the “Department”), and ANOTHER PLANET ENTERTAINMENT, LLC, a Delaware limited liability company (“Permittee”).

RECITALS

A. City and Permittee entered into that certain Use Permit, dated for reference purposes as of April 1, 2009, as amended by the First Amendment dated December 5, 2012 and the Second Amendment dated July 15, 2019 (collectively the "OSL Permit"), pursuant to which City granted to Permittee the right to hold an annual three-day music and arts festival in Golden Gate Park through 2031, which is known as San Francisco’s Outside Lands Music and Arts Festival ® (the “Festival” or “OSL Festival”), all as more particularly described in the OSL Permit.

B. The Department is facing significant budget constraints in 2024-2025 due to reduction of general fund support and increased labor and health care costs. In order to ensure the current maintenance of our park system and robust recreation programming, the Department has looked for opportunities to increase revenues to cover shortfalls starting in 2024.

D. City and Permittee presently desire to enter into a new permit, separate and apart from the OSL Permit, in order to provide for the production of concerts in the Polo Field (the “Polo Field Concerts”) over each of the weekends immediately following the OSL Festival in 2024, 2025 and 2026 all on the terms and conditions set forth below.

E. The Polo Field Concerts will use infrastructure installed each year for the OSL Festival in order to reduce the amount of load-in and load-out time and the impact on the park and park users.

AGREEMENT

NOW THEREFORE, City and Permittee hereby agree as follows:

Incorporation of OSL Permit: All provisions of the OSL Permit, including the exhibits thereto, are hereby incorporated into this Polo Permit, except as described below (note that nothing in the Polo Permit will modify in any way the OSL Permit as it applies to the OSL Festival):

1. **Basic Permit Information.** Section 1 Basic Permit Information of the OSL Permit is replaced with the following:

The following is a summary of basic permit information (the “Basic Permit Information”). Each item below shall be deemed to incorporate all of the terms set forth in this Polo Permit pertaining to such item. In the event of any conflict between the information in this Article and any more specific provision of this Polo Permit, the more specific provision shall control for the Polo Field Concerts (the “Polo Field Concerts Basic Permit Information”):

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through the San Francisco Recreation and Park Department
Permittee:	Another Planet Entertainment, LLC., a Delaware limited liability corporation (also referred to as “Another Planet”)
Premises:	The certain portion of the premises called the Polo Field and a portion of Lindley Meadow, the areas in Golden Gate Park that connect those areas, as shown in Exhibit A attached hereto (“GG Park Map”)
Permitted Use:	Production of 2 one-day concerts open to the public upon purchase of tickets. Permittee has the option to produce one additional one-day concert. Concerts must be held on the Friday, Saturday and/or Sunday following the annual OSL Festival of that year. The main stage in the Polo Field and other infrastructure from the OSL Festival will remain on site and will be used for the Polo Field Concerts. Other installations may occur in the Polo Field and an entrance will be created in Lindley meadow all as shown in Exhibit A. The installations will include but are not limited to: • The Main Stage on the western end of the Polo Field (using the same stage as the OSL Festival); • Food and beverage booths including beer, wine and spirits using many of the same installations as the OSL Festival • Fencing around the entire area which will be considered a beer garden. • VIP and ADA viewing platforms using the same installations as the OSL Festival. • Video monitoring screens. • Portable restrooms. Set up will occur during the take-down of the OSL Festival. Permittee must remove all set up in the Polo Field and Lindley meadow by the 10:00 p.m. on the Wednesday following the conclusion of the Polo Field Concerts. Permittee is permitted to sell alcoholic beverages and allow amplified sound at the Polo Field on the same terms and conditions as set forth in

	the OSL Permit. Permittee shall not allow more than 65,000 paid attendance per day.
Polo Field Concerts Permit Fees and Financial Terms:	Minimum Permit Fee 2024 Minimum Permit Fee is \$1,400,000 for 2-day event and an additional \$700,000 for a third day. The Minimum Permit Fee shall increase annually starting in 2025 by \$42,000 per year for two days and an additional \$21,000 for the third day. Percentage Rent 5% of the sum equal to gross ticket revenue received from the Polo Field Concerts excluding any complimentary tickets and any reasonable and customary third-party service charges or convenience fees (the “Gross Revenue”); less the Minimum Permit Fee paid by Permittee for such year [i.e., Permittee shall pay the greater of 5% of Gross Revenue or the Minimum Permit Fee for each year of the Polo Field Concerts, in other words, whichever is higher].
Operating and Outreach Requirements	Permittee shall comply with all Operating and Outreach Requirements as set forth in the OSL Permit, as though such requirements were set forth herein, and in addition will conduct a meeting relating to the Polo Field Concerts at least four months prior the first year of Polo Field Concerts to discuss the impact and ways to mitigate the impact of the event.
Term:	The Polo Field Concerts shall be held in 2024, 2025 and 2026. The Permittee must notify the Department by May 1 of each year of the specific dates of the Polo Field Concerts for that year. The Term of this Polo Permit shall commence on the Effective Date and shall expire on the date when the load-out is to be completed for the 2026 Polo Field Concert.
Amplified sound terms:	Amplified Sound may occur between 2:00 p.m. and 10:00 p.m. each day. Permittee shall also comply with the amplified sound terms set forth in Section 47 of the OSL Permit and the Operating and Outreach Requirements attached as Exhibit B of the OSL Permit.
Utilities	City shall make available to Permittee existing utility connections, without any representation or warranty.
Insurance Limits:	Insurance for the Polo Field Concerts will be at the same level of coverage and other terms and conditions as insurance for the OSL Festival pursuant to Section 17 of the OSL Permit.

Address for Notices:	Recreation and Park Department: Director of Property and Permits and Reservations Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 Phone: 415.831.6868 Permittee: Another Planet Entertainment, LLC 1815 Fourth Street, Suite C Berkeley, CA 94710 Attention: Allen Scott Phone: 510.548.3010
Payment schedule:	50% of the Minimum Rent shall be due by June 15 of each year with the remainder of the Minimum Rent due no later than ten (10) days before the Polo Field Concerts scheduled start date for that year. Permittee will be able to access the Premises to prepare and set up for each of the Polo Field Concerts only if the Minimum Rent has been received. Reimbursement of the Park's reasonable and customary expenses as well as any Percentage Rent will be due and payable within ten (10) days from the conclusion of the last Polo Field Concerts day scheduled for that year.
Security Deposit:	Permittee will not be required to pay a Security Deposit for the Polo Field Concerts. To the extent that there is a breach for which the City would be able to look to a Security Deposit, the parties agree that the existing Security Deposit of \$30,000 under the OSL Permit is available to the City for off-set. (See Section 31 of OSL Permit)
Termination Rights	Without limiting City's other rights and remedies hereunder, City shall have the right to terminate this Polo Permit at any time if Permittee has failed to cure a material breach of this Polo Permit following written notice from City and the expiration of any applicable cure period. City shall have the right to terminate this Permit as set forth in Section 18 of the OSL Permit.

2. **Polo Field Concerts.** For purposes of the Polo Permit, references to "Festival" in the OSL Permit (including the exhibits to the OSL Permit) shall refer to the Polo Field Concerts.
3. **License of Premises.** Section 2 of the OSL Permit is replaced in full as follows with respect to the Polo Field Concerts:

- a. City grants to Permittee a personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Polo Field Concert Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth in this Polo Permit. This Polo Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. City is acting only in its proprietary capacity in granting the license given to Permittee under this Polo Permit. Permittee acknowledges that: (i) such grant is effective only insofar as Recreation and Park Department's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of City, including Recreation and Park Department, and any other applicable approvals of the governmental entity necessary for the permitted uses. Permittee shall bear all costs or expenses of any kind incurred by Permittee in connection with its use of the Premises or any other property, and shall keep the Premises free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Premises. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Premises in a good, clean, safe, secure, sanitary and sightly condition, so far as the Premises may be affected by Permittee's activities.
 - b. The Premises are granted to Permittee for a term commencing on the date specified in the Polo Field Concerts Basic Permit Information, or such earlier date upon which City delivers, and Permittee accepts possession of the Premises, and shall end on the expiration date specified in the Polo Field Concerts Basic Lease Information, unless sooner terminated pursuant to the provisions of this Polo Permit.
4. **Permit Fee:** For purposes of the Polo Permit, Section 9(a), (b) and (c) Permit Fee of the OSL Permit is replaced in full with the following (other subsections of Section 9 are unchanged):
 - a. **Minimum Permit Fee.** Permittee shall pay to Recreation and Park Department permit fees in the amount set forth in the Polo Field Concert Basic Permit Information for its use of the Premises as provided hereunder. Permittee will be able to set up only if the full Minimum Permit Fee has been paid to City as and when required hereunder. However, such permit fee shall be immediately returned by City to Permittee upon cancellation of any of the Polo Field Concerts due to a Force Majeure, as set forth in Section 22 (as amended by Section 9 herein). If such Force Majeure Event as specified under Section 22, as amended occurs during the presentation of the Polo Field Concerts, then the Minimum Permit Fee amount to be returned will be prorated to reflect the percentage of the Polo Field Concerts not completed. Permittee shall pay all applicable City departments for the reasonable and customary costs incurred by those departments in providing City employees, equipment, property and facilities in connection with this Permit as it relates solely to the operation and production of the Polo Field Concerts.
 - b. **Percentage Rent.** In addition to Minimum Permit Fee, Permittee shall pay the amount of percentage rent ("Percentage Rent") over the Minimum Permit Fee as set forth in the Polo Field Concerts Basic Permit Information. Percentage Rent shall be the amount equal to five percent (5%) of gross ticket revenue received from the Polo Field Concerts minus any applicable ticket taxes and excluding any

complimentary tickets and any reasonable and customary third-party service charges or convenience fees (the “Gross Revenue”); less the Minimum Permit Fee paid by Permittee for the Polo Field Concerts [i.e., Permittee shall pay the greater of 5% of Gross Revenue or the Minimum Permit Fee for each day of the Polo Field Concerts event, whichever is higher]. Accordingly, if the Minimum Permit Fee is greater than the five percent (5%) of the Gross Revenue, then there shall be no Percentage Rent for that day of the Polo Field Concerts. The calculations for rent payments due hereunder shall be made annually for each year of Polo Field Concerts.

- c. **Revenue Reports.** On or before the day that is ten (10) days following each year’s Polo Field Concerts, Permittee shall submit to City a report (the “Revenue Report”) showing all Gross Revenue from ticket sales, as set forth above, received by Permittee and the total number of tickets sold by Permittee as of such date, together with any such additional information as may be reasonably requested by City for purposes of determining Percentage Rent that may be applicable. Such report shall be certified as being true and correct by Permittee and shall otherwise be in form and substance satisfactory to the General Manager of the Department. With the delivery of each Revenue Report, Permittee shall pay the Percentage Rent.
5. **Community Benefit Funds:** In addition to the community benefits required under Section 25 of the First Amendment to the OSL Permit and Section 10 of the Second Amendment to the OSL Permit, Permittee shall expend \$10,000 per year to fund improvements and/or benefit programs serving Districts 1 and 4. Permittee, in consultation with Department staff and District 1 and District 4 staff, will develop and implement a plan for distribution of the community benefit funds. That plan will include:
 - Identifying community priorities;
 - Conducting outreach to make organizations and individuals in District 1 and District 4 aware of the availability of funding, the opportunity to weigh in on community priorities, and the opportunity to submit funding recommendations;
 - Asking for input on community priorities from PROSAC;
 - Developing a methodology for ranking funding recommendations; and
 - Assessing all funding recommendations, and making recommendations to the General Manager, for the General Manager’s approval.
6. **Fee Muni Transportation:** In addition to reimbursing SFMTA for the direct costs of Muni Services, the Permittee will fund free MUNI rides to and from the Polo Field for those attending the Polo Concerts.
7. **Free Downtown Concerts:** Permittee will organize three free downtown concerts in which the Permittee will bring a musical act to each of Civic Center Plaza, Union Square and Embarcadero annually for each year of the Polo Field Concerts. The concerts will be held in the Summer/Fall of each year starting in 2024. The Permittee will work with local community and business organizations, but it is expected that the concerts will be on a weeknight from 5 pm to 7 pm and will celebrate local artists or visiting artists. The Permittee will be required to obtain a one-day special event permit for each concert and will not be charged a permit fee for these free concerts but as part of the permit will be required to cover City costs related to the concerts.

8. Sections 42, 43 and 44 of the OSL Permit shall not apply to this Polo Permit.

9. **Force Majeure (Impossibility of Performance)**. Section 22 of the OSL Permit shall be replaced with the following for purposes of the Polo Field Concerts: If, for any reason, an unforeseen event occurs which is beyond the control of City or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any Polo Field Concerts (or day of any Polo Field Concerts) (such event a "Force Majeure Event"), Permittee and City shall have no right to, nor claim for damages, against the other for such failure to fulfill. In addition, if the Polo Field Concerts, or any day thereof, are canceled due to a Force Majeure Event and full refunds are provided, then no Minimum Rent or Percentage Rent will be due and any Minimum Rent or Percentage Rent previously paid will be promptly refund by the City for the portion of the Polo Field Concerts that are canceled. If the Polo Fields Concerts are postponed to the following year, then any Minimum Rent or Percentage Rent paid for the prior year will offset the amounts due for that new year. A Force Majeure Event shall not terminate this Polo Permit as to future Polo Field Concerts which shall remain in full force and effect.

10. **License Only**. Notwithstanding the use of the terms "Percentage Rent," and "Premises" in this Polo Permit, the Polo Permit gives Permittee a license only, and the Polo Permit does not constitute a grant by City of any leasehold or other property interest or estate whatsoever in the Premises, or any portion thereof.

11. **Effective Date**. The effectiveness of this Polo Permit is subject to the following conditions precedent (such date on which all of the following conditions precedent are satisfied is referred to herein as the "Effective Date"): (i) the San Francisco Recreation and Parks Commission shall have adopted a resolution approving the terms and conditions hereof in its sole discretion; and (ii) the Board of Supervisors of the City and County of San Francisco shall have adopted a resolution approving the terms and conditions hereof in its sole discretion; and (iii) City and Permittee shall have executed and delivered this Polo Permit.

12. **Attorneys' Fees**. In the event a dispute arises concerning this Polo Permit, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Polo Permit, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

13. **Counterparts**. This Polo Permit may be executed in counterparts, each of which shall constitute an original but all of which shall constitute one document.

14. **Entire Agreement**. This Polo Permit sets forth the entire understanding of the parties on the subject matter of this Polo Permit. There are no agreements between City and Permittee relating to the Polo Permit other than those set forth in writing and signed by the parties. Neither party has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Permit.

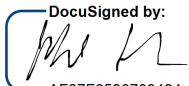
15. **Permit in Full Force and Effect; Polo Permit Prevails.** The OSL Permit remains unmodified and in full force and effect as to the OSL Festival, separate and apart from this Polo Permit. Termination or expiration of this Polo Permit shall have no impact on the effectiveness of the OSL Permit. As to the Polo Field Concerts, to the extent the provisions of this Polo Permit conflict with the provisions of the OSL Permit, the provisions of this Polo Permit shall prevail.

[Signatures on Following Page]

City and Permittee have executed this Polo Permit as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:  DocuSigned by: 1/30/2024
AF27E6596709494...
PHILIP GINSBURG, General Manager
Recreation and Park Department

PERMITTEE:

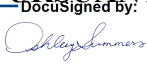
ANOTHER PLANET ENTERTAINMENT, LLC,
a Delaware Limited Liability Company

By:  DocuSigned by: 1/30/2024
A9CA44BBAC9649B...
Name: Allen Scott
Title: Another Planet Entertainment

APPROVED BY

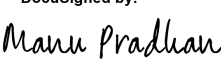
RECREATION AND PARK COMMISSION

PURSUANT TO RESOLUTION NO. 2305-005 DATED: May 18, 2023

 DocuSigned by: 1/31/2024
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Ashley Summers, Commission Liaison

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By:  DocuSigned by: 2/5/2024
0451C9DD9C204B2...
Manu Pradhan
Deputy City Attorney

Polo Field Concert Permit Extension

San Francisco Board of Supervisors
Budget and Appropriations Committee
June 17, 2026



Inspire, Connect, Play!

Background – Outside Lands

- **Another Planet** - Bay Area-based concert production company that holds annual Outside Lands Festival in GGP under a permit with the Department issued 2009 and running until 2031
- **Outside Lands** – 3-day music festival that also celebrates Bay Area art, culture and food
- Held in August across various locations in western part of GGP, with main stage at the Polo Field



Background – Polo Field Concerts

- In July 2023 Department and Another Planet entered into separate permit to allow concerts in Polo Field weekend immediately following OSL for 3 years:
 - **Only one stage** – focusing on one headliner or genre
 - **Lower attendance** – 50,000 – 57,000
 - **Shorter shows** with fewer acts
 - **Fewer issues with noise**
- In 2024, headliners were nu-metal artists System of a Down and the Deftones. In 2025, headliners were country/rock performers Zach Bryan and Kings of Leon
- Two years combined generated \$2,842,000 in permit fees to the City



Polo Concerts – Deftones – Nu-metal - 2024



Proposed Amended Permit

- In initially seeking approval of Polo Permit, staff expressed hope that event would be successful and could continue beyond 3 years
- **Amendment extends term for 3 years with further options to extend**
- **Increase fees based on CPI**
- **Allows option to hold the event weekend before OSL instead of weekend after, providing flexibility while keeping efficiencies**

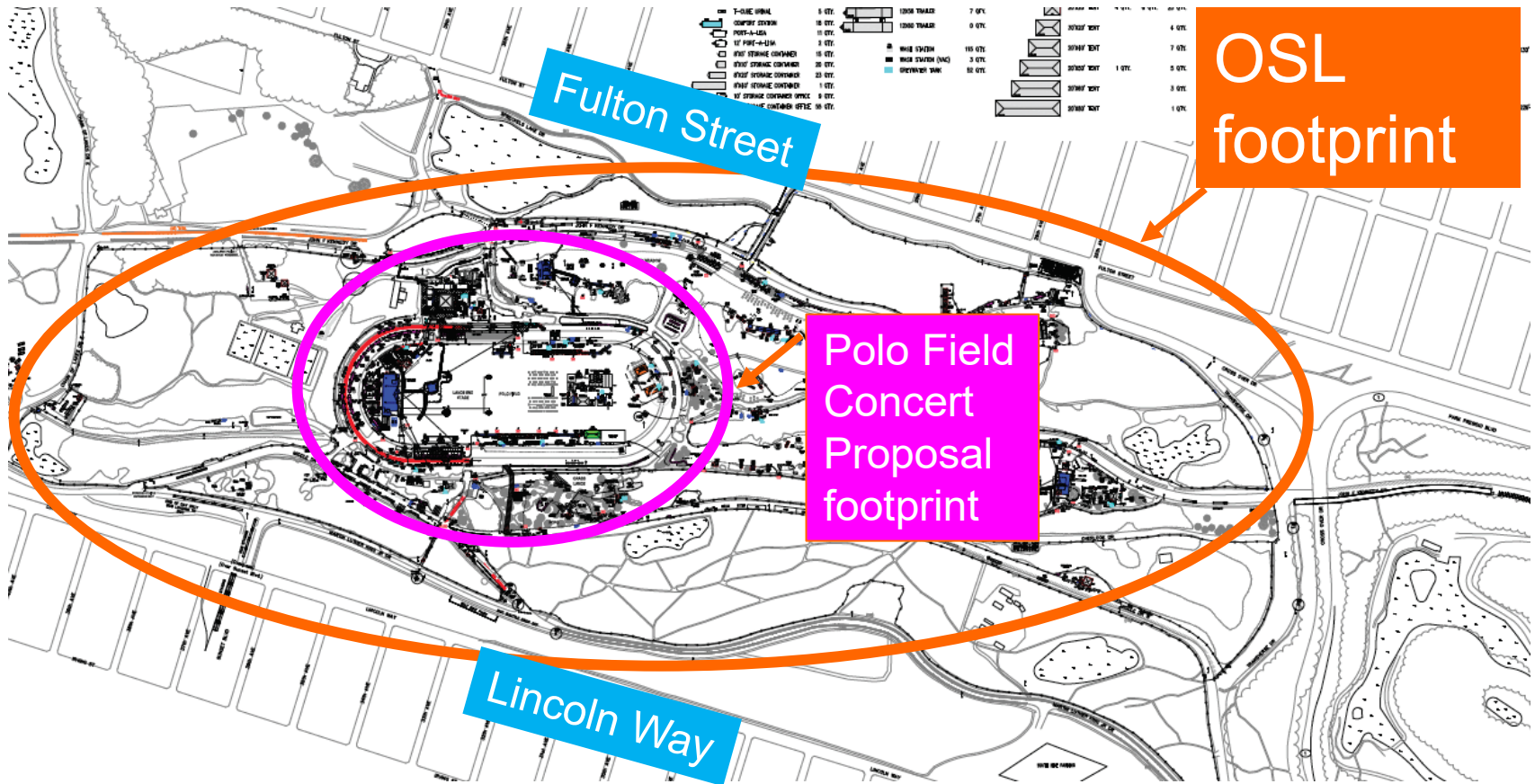


Unique Benefits of Polo Concerts

- In approving the Polo Permit, Board of Supervisors noted that Polo Concerts are feasible because they occur close to OSL, providing **“unique opportunity to reduce costs and park impacts.”**
- **Allows re-use of significant infrastructure**, like main stage, with reduced footprint, minimizing park impacts
- **Allows just one load-in and load-out**
- **Another Planet has extensive experience mitigating impacts on park and community** through years of OSL and previous Polo Concerts
- Unique benefits to having same organizer for OSL and Polo Concerts, having different organizer would be impractical or impossible



Polo Field Concert Footprint



OSL: • 8 Stages • 5 Event Areas • 75 acres

Polo Field: • 1 Stage • 1 Event Areas • 25 acres

Amended Permit Term

- **Term: An initial term of 3 years** with a first option to extend for three years and a second option to extend for three more years for **total of up to 9 years – through 2035**
- **Right to Terminate:** If OSL Permit is not extended and OSL will not be held, the Polo Concerts can continue to be held provided they are held in one of first 3 weekends of August
- **However, either party may choose to terminate by providing notice within 60 days after termination of OSL Permit**



Polo Field Concert Requirements

- **Mitigation measures** to support neighborhoods and prepare for sound and transportation impacts, including:
 - Community hotline
 - MTA officers in neighborhood and reimbursing MTA for direct costs
 - Free MUNI rides to and from Polo Field for attendees
 - Shuttles to and from event
 - Dedicated area ride share drop-off and pick-up
- **Community Outreach:** Must comply with Operating and Outreach Requirements from OSL Permit and meet with neighborhood groups prior to concerts
- **Security:** Another Planet will work with private security firm and SFPD, to provide full security at Another Planet's own cost

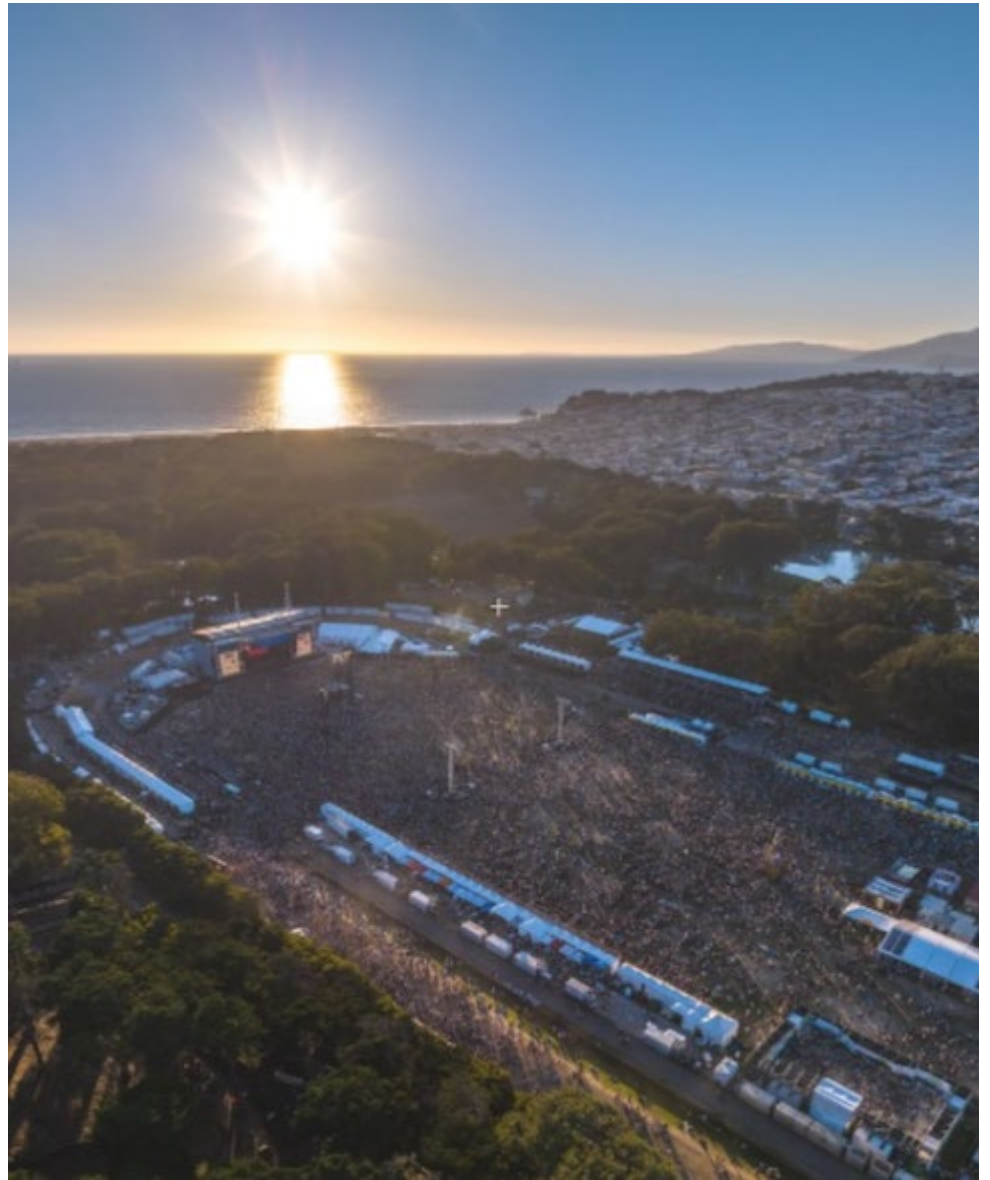


Community Benefits

- **Community Benefit Funds:** For OSL, Another Planet provides \$30,000 annually to each of District 1 and District 4 for projects and programs, will continue to pay an additional \$10,000 each year to each district
- **Free Concerts:** Another Planet will organize 3 free San Francisco concerts in the Summer and/or Fall of each year at 3 of 4 of: Civic Center Plaza, Union Square, the Embarcadero, Jerry Garcia Amphitheater



THANK YOU





CEQA Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)
RPD- Outside Lands Lease		1700001
Case No.		Permit No.
2019-000684ENV		
☒ Addition/ Alteration	☐ Demolition (requires HRE for Category B Building)	☐ New Construction
Project description for Planning Department approval. Amendment to the City's Use Permit with Another Planet Entertainment for the annual three-day music festival in Golden Gate Park (aka "Outside Lands"), to extend the term for an additional 10 years and to update certain provisions related to rents and cost reimbursements based on cost of living and other increases, with terms substantially the same as the draft dated December 1, 2018. See page 4 for modified project descriptions.		

EXEMPTION TYPE

The project has been determined to be exempt under the California Environmental Quality Act (CEQA).	
☐	Class 1 - Existing Facilities. (CEQA Guidelines section 15301) Interior and exterior alterations; additions under 10,000 sq. ft.
☐	Class 3 - New Construction. (CEQA Guidelines section 15303) Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
☐	Class 32 - In-Fill Development. (CEQA Guidelines section 15332) New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses. (c) The project site has no value as habitat for endangered rare or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (e) The site can be adequately served by all required utilities and public services.
☒	Other _____ Class 4 - Temporary Use
☐	Common Sense Exemption (CEQA Guidelines section 15061(b)(3)). It can be seen with certainty that there is no possibility of a significant effect on the environment.

ENVIRONMENTAL SCREENING ASSESSMENT

Comments:

Planner Signature: Joy Navarrete

PROPERTY STATUS - HISTORIC RESOURCE

PROPERTY IS ONE OF THE FOLLOWING:

☐	Category A: Known Historical Resource.
☒	Category B: Potential Historical Resource (over 45 years of age).
☐	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age).

PROPOSED WORK CHECKLIST

Check all that apply to the project.

☐	Change of use and new construction. Tenant improvements not included.
☐	Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
☐	Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
☐	Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
☐	Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
☐	Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
☐	Addition(s) not visible from any immediately adjacent public right-of-way for 150 feet in each direction; or does not extend vertically beyond the floor level of the top story of the structure, or does not cause the removal of architectural significant roofing features.
☐	Façade or storefront alterations that do not remove, alter, or obscure character -defining features.
☐	Restoration based upon documented evidence of a building's historic condition , such as historic photographs, plans, physical evidence, or similar buildings.
Note: Project Planner must check box below before proceeding.	
☒	Project is not listed.
☐	Project involves scope of work listed above.

ADVANCED HISTORICAL REVIEW

Check all that apply to the project.

☐	Reclassification of property status. (<i>Attach HRER Part I relevant analysis; requires Principal Preservation Planner approval</i>) ☐ Reclassify to Category A ☐ Reclassify to Category C ☐ Lacks Historic Integrity ☐ Lacks Historic Significance
☐	Project involves a known historical resource (CEQA Category A)
☐	Project does not substantially impact character-defining features of a historic resource (see Comments)
☐	Project is compatible, yet differentiated, with a historic resource.
☐	Project consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties
Note: If ANY box above is checked, a Preservation Planner MUST sign below.	
☒	Project can proceed with EXEMPTION REVIEW. The project has been reviewed by the Preservation Planner and can proceed with exemption review.
Comments by Preservation Planner: 	
Preservation Planner Signature: Joy Navarrete	

EXEMPTION DETERMINATION

☒	No further environmental review is required. The project is exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect.	
	Project Approval Action: Recreation and Parks Commission Approval	Signature: Joy Navarrete 01/17/2019
	Supporting documents are available for review on the San Francisco Property Information Map, which can be accessed at https://sfplanninggis.org/pim/ . Individual files can be viewed by clicking on the Planning Applications link, clicking the "More Details" link under the project's environmental record number (ENV) and then clicking on the "Related Documents" link. Once signed and dated, this document constitutes an exemption pursuant to CEQA Guidelines and chapter 31 of the San Francisco Administrative Code. Per chapter 31, an appeal of an exemption determination to the Board of Supervisors shall be filed within 30 days after the approval action occurs at a noticed public hearing, or within 30 days after posting on the planning department's website (https://sfplanning.org/resource/ceqa-exemptions) a written decision or written notice of the approval action, if the approval is not made at a noticed public hearing.	

Full Project Description

Amendment to the City's Use Permit with Another Planet Entertainment for the annual three-day music festival in Golden Gate Park (aka "Outside Lands"), to extend the term for an additional 10 years and to update certain provisions related to rents and cost reimbursements based on cost of living and other increases, with terms substantially the same as the draft dated December 1, 2018.

Modified Project Description: 5/17/2013

The San Francisco Recreation and Parks Department (SFRPD) proposes to issue a new permit to Another Planet Entertainment to allow an additional three-day music event in addition to the Outside Lands Festival, which is currently permitted from 2022-2031. The proposed new music event would occur at the Polo Fields in Golden Gate Park, and would include one stage within an approximately 25 acre event area. The use permit would allow a maximum capacity of 65,000 attendees per day, and permitted hours would occur from 2pm to 10pm on the Friday, Saturday and Sunday following the Outside Lands Festival for one weekend. The new permit for the concert would allow one concert per year from 2023 through 2025, for a total of one concert per year for three years. The permit conditions include terms to limit amplified sound including deploying staff to monitor noise levels in the surrounding communities and to modify the sound levels at the event. The permit conditions also require the preparation of Transportation Management Plan prepared in coordination with San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Police Department (SFPD). The permit conditions required for the event would reduce the temporary noise and transportation impacts.

Modified Project Description: 4/7/2026

SFRPD proposes to extend its existing permit with Another Planet Entertainment to continue authorizing a three-day music event at the Polo Fields following the Outside Lands Festival through 2029, with two optional three-year extensions. Existing permit conditions would remain in effect, including measures to limit amplified sound through monitoring and adjustments, as well as preparation of a Transportation Management Plan in coordination with SFMTA and SFPD to minimize temporary noise and transportation impacts.

MODIFICATION OF A CEQA EXEMPT PROJECT

TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

MODIFIED PROJECT DESCRIPTION

SFRPD proposes to extend its existing permit with Another Planet Entertainment to continue authorizing a three-day music event at the Polo Fields following the Outside Lands Festival through 2029, with two optional three-year extensions. Existing permit conditions would remain in effect, including measures to limit amplified sound through monitoring and adjustments, as well as preparation of a Transportation Management Plan in coordination with SFMTA and SFPD to minimize temporary noise and transportation impacts.

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:

- | | |
|--------------------------|--|
| ☐ | Result in expansion of the building envelope, as defined in the Planning Code; |
| ☐ | Result in the change of use that would require public notice under Planning Code Sections 311 or 312; |
| ☐ | Result in demolition as defined under Planning Code Section 317 or 1005(f)? |
| ☐ | Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption? |

If at least one of the above boxes is checked, further environmental review is required

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

☒	The proposed modification would not result in any of the above changes.
-------------------------------------	---

If this box is checked, the proposed modifications are exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice. In accordance with Chapter 31, Sec 31.08j of the San Francisco Administrative Code, an appeal of this determination can be filed to the Environmental Review Officer within 10 days of posting of this determination.

Planner Name:

Don Lewis

Date:

04/13/2026

Term Sheet Dated April 1, 2026
Polo Field Concerts

This Term Sheet dated for reference purposes only as of April 1, 2026, reflects the proposed terms of an agreement (“First Amendment to Polo Field Use Permit”) between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City” or “Landlord”), acting by and through its Recreation and Park Department (the “Department”), and ANOTHER PLANET ENTERTAINMENT, LLC, a Delaware limited liability company (“Another Planet” or “Permittee”), to extend and amend certain provisions of a prior agreement to allow for Another Planet to conduct certain annual concerts in the Polo Field of Golden Gate Park.

RECITALS

A. City and Permittee entered into that certain Use Permit, dated for reference purposes as of April 1, 2009, as amended by the First Amendment dated December 5, 2012 and the Second Amendment dated July 15, 2019 (collectively the “OSL Permit”), pursuant to which City granted to Permittee the right to hold an annual three-day music and arts festival in Golden Gate Park through 2031, which is known as San Francisco’s Outside Lands Music and Arts Festival ® (the “Festival” or “OSL Festival”), all as more particularly described in the OSL Permit.

B. In 2023, City and Permittee entered into the original Polo Field Concert Use Permit, separate and apart from the OSL Permit, in order to provide for the production of concerts in the Polo Field (“Polo Field Concerts”) over the weekend immediately following the OSL Festival in each year of 2024, 2025 and 2026.

C. The Department is continuing to face significant budget constraints due to increased costs. In order to ensure the current maintenance of our park system and robust recreation programming, the Department has looked for opportunities to increase revenues to cover shortfalls.

D. The Department seeks to extend the original Polo Permit for three (3) years with two three (3) year options to allow for additional Polo Field Concerts each year starting in 2027.

E. Whereas, under the original Polo Field Concert Use Permit, Permittee was permitted to hold up to three (3) concerts each year on the weekend immediately following the OSL Festival, under the Amended Permit, Permittee will have the option to select either the weekend immediately following the OSL Festival or the weekend immediately preceding the OSL Festival, with the consent of the Department, in order to provide

flexibility in determining a weekend that works best for the parties and the community at large.

F. Regardless of the weekend selected, the Polo Field Concerts will continue to use infrastructure that is also used for the OSL Festival, in order to reduce the amount of load-in and load-out time and the impact on the park and park users

The Terms of the First Amendment to Polo Field Use Permit are as follows:

Incorporation of OSL Permit and Original Polo Permit: All the provisions of the OSL Permit, including the exhibits thereto, and all the provisions of the original Polo Field Concert Use Permit and the exhibits thereto will be incorporated into the First Amendment to Polo Field Use Permit, except for certain modifications reflected in the Term Summary shown below:

Premises:	The certain portion of the premises called the Polo Field and a portion of Lindley Meadow, and the areas in Golden Gate Park that connect those areas.
Permitted Use:	Production of 2 one-day concerts open to the public upon purchase of tickets. Permittee has the option to produce one additional one-day concert. Concerts must be held on a Friday, Saturday and/or Sunday either immediately preceding or following the weekend of the annual OSL Festival of that year. If the concerts are held following the weekend of OSL, then the main stage in the Polo Field and other infrastructure from the OSL Festival will remain on site and will be used for the Polo Field Concerts. If the concerts are held before the weekend of OSL, then the main stage in the Polo Field will be the same one as is used by OSL. Other installations may occur in the Polo Field and an entrance will be created in Lindley meadow all as shown in Exhibit A. The installations will include but are not limited to: • A Main Stage on the western end of the Polo Field; • Food and beverage booths including beer, wine and spirits using many of the same installations as the OSL Festival • Fencing around the entire area which will be considered a beer garden. • VIP and ADA viewing platforms. • Video monitoring screens. • Portable restrooms.

	If the concerts are held following the OSL Festival, then set up will occur during the take-down of the OSL Festival. If the concerts are held following the OSL Festival, on a Friday and/or Saturday, Permittee must remove all set up in the Polo Field and Lindley meadow by the 10:00 p.m. on the Wednesday following the conclusion of the Polo Field Concerts. If the last concert day is on Sunday, Permittee must remove all set up in the Polo Field and Lindley meadow by the 10:00 p.m. on the Thursday following the conclusion of the Polo Field Concerts. Permittee is permitted to sell alcoholic beverages and allow amplified sound at the Polo Field on the same terms and conditions as set forth in the OSL Permit. Permittee shall not allow more than 65,000 paid attendance per day.
Polo Field Concerts Permit Fees and Financial Terms:	Minimum Permit Fee: 2027 Minimum Permit Fee is \$1,530,000 for a 2-day event and an additional \$765,000 for a third day. This fee will remain fixed for 2028 and 2029. If the extension option for an additional three years is exercised, the fee will increase to \$835,000 per day in years 2030, 2031 and 2032. If the second extension option for another three years is exercised, the fee will increase to \$915,000 per day in years 2033, 2034 and 2035. Percentage Rent 5% of the sum equal to gross ticket revenue received from the Polo Field Concerts excluding any complimentary tickets and any reasonable and customary third-party service charges or convenience fees (the “Gross Revenue”); less the Minimum Permit Fee paid by Permittee for such year [i.e., Permittee shall pay the greater of 5% of Gross Revenue or the Minimum Permit Fee for each year of the Polo Field Concerts, in other words, whichever is higher].
Timing of Polo Field Concerts if OSL Festival is Not Held	In the event that the OSL Permit terminates and the OSL Festival will not be held, Permittee shall still be entitled to hold two and possibly three Polo Field Concerts under all of the terms of the Amended

	Permit, provided that the Polo Field Concerts are held on one of the first three weekends (Friday through Sunday) of August. Notwithstanding the foregoing, either party may choose to terminate the Amended Polo Field Concert Use Permit by providing notice to the other party within 60 days after the termination of the OSL Permit.
Operating and Outreach Requirements	Permittee shall continue to comply with all Operating and Outreach Requirements as set forth in the OSL Permit, as though such requirements were set forth herein.
Term:	The Amended Permit shall have an initial term of three (3) years, covering concerts in 2027, 2028 and 2029, with one three (3) year option to extend to cover concerts in 2030, 2031 and 2032, and a second three (3) year option to cover concerts in 2033, 2034 and 2035. Permittee must provide at least 12 months of notice to Department each time it chooses to exercise an option to extend. The Permittee must notify the Department by May 1 of each year of the specific dates of the Polo Field Concerts for that year. The Term of the Amended Permit shall commence on the Effective Date and shall initially expire on the date when the load-out is to be completed for the 2029 Polo Field Concert, unless it has been extended. If it has been extended for a second term, then it will expire when the load-out is completed for the 2032 Polo Field Concert, unless it has been extended again. If it has been extended a second time, then it will finally expire when the load-out is completed for the 2035 Polo Field Concert.
Amplified sound terms:	Amplified Sound may occur between 2:00 p.m. and 10:00 p.m. each day. Permittee shall also comply with the amplified sound terms set forth in Section 47 of the OSL Permit and the Operating and Outreach Requirements attached as Exhibit B of the OSL Permit.
Utilities	City shall make available to Permittee existing utility connections, without any representation or warranty.
Insurance Limits:	Insurance for the Polo Field Concerts will be at the same level of coverage and other terms and conditions as insurance for the OSL Festival pursuant to Section 17 of the OSL Permit.

Payment schedule:	50% of the Minimum Rent shall be due by June 15 of each year. Permittee will be able to access the Premises to prepare and set up for each of the Polo Field Concerts only if the Minimum Rent has been received. The remainder of the Minimum Rent, reimbursement of the Park's reasonable and customary expenses as well as any Percentage Rent will be due and payable by September 1 of that year.
Free Muni for Concert Attendees	In addition to reimbursing SFMTA for the direct costs of Muni Services, the Permittee will fund free Muni rides for a mutually agreeable percentage of attendees who take Muni to and from the Polo Field to attend the Polo Concerts. Attendees will be able to use their ticket to the Polo Field Concerts to ride Muni.
Community Benefit Funds	Permittee will provide \$10,000 each year to each of San Francisco Board of Supervisors Districts 1 and 4 for neighborhood-specific projects and programs. This will be in addition to the community benefits funds that Permittee pays each year in connection with the OSL Festival.
Free Downtown Concerts	For each year of the Polo Field Concerts, Permittee will organize three free concerts in which the Permittee will bring a musical act to three out of four of the following San Francisco locations: Civic Center Plaza, Union Square, the Embarcadero and the Jerry Garcia Amphitheater.
Termination Rights	Without limiting City's other rights and remedies hereunder, City shall have the right to terminate this Polo Permit at any time if Permittee has failed to cure a material breach of this Polo Permit following written notice from City and the expiration of any applicable cure period. City shall have the right to terminate this Permit as set forth in Section 18 of the OSL Permit.

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2605-009

**GOLDEN GATE PARK POLO FIELD CONCERTS – CONTRACT
EXTENSION**

RESOLVED, This Commission does recommend that the Board of Supervisors approve an extension of the Polo Field Concert Permit (the "Polo Permit"), dated for reference purposes only as of July 1, 2023 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), acting by and through its Recreation and Park Department (the "Department"), and ANOTHER PLANET ENTERTAINMENT, LLC for an additional 9 years and find that the permit will serve a public purpose. Approval of this proposed action by the Commission is the Approval Action as defined by S.F. Administrative Code Chapter 31.".

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on May 21, 2026.



Ashley Summers, Commission Liaison



To: Angela Calvillo, Clerk of the Board of Supervisors
From: Sophia Kittler, Mayor's Budget Director
Date: June 1, 2026
Re: Mayor's FY 2026-27 and FY 2027-28 Budget Submission

Madam Clerk,

In accordance with City and County of San Francisco Charter, Article IX, Section 9.100, the Mayor's Office hereby submits the Mayor's proposed budget by June 1st, corresponding legislation, and related materials for Fiscal Year (FY) 2026-27 and FY 2027-28.

In addition to the Mayor's Proposed FY 2026-27 and FY 2027-28 Budget Book, the following items are included in the Mayor's submission:

- Proposed *Interim* Budget and Annual Appropriation Ordinance (AAO)
- Proposed *Interim* Annual Salary Ordinance (ASO)
- Proposed Budget and Annual Appropriation Ordinance (AAO)
- Proposed Annual Salary Ordinance (ASO)
- Administrative Provisions for both, but separate documents of the AAO and ASO, in tracked changes, and on pleading paper
- Proposed Budget for the Office of Community Investment and Infrastructure
- A Transfer of Function letter detailing the transfer of positions from one City department to another
- An Interim Exception letter to the ASO
- Prop J Certification Letters
- A letter addressing funding levels for consumer price index increases for nonprofit corporations or public entities for the coming two fiscal years
- A letter on Technical Adjustments to the Mayor's Proposed May 1 Budget
- 29 pieces of trailing legislation
- Memo to the Board President requesting for 30-day rule waivers on ordinances

Please note the following:

- Technical adjustments to the June 1 budget are being prepared, but are not submitted with this set of materials.

Sincerely,

A handwritten signature in black ink, appearing to be "SK", written over a horizontal line.

Sophia Kittler
Mayor's Budget Director

cc: Members of the Board of Supervisors
Budget & Legislative Analyst's Office
Controller

No	DEPT	Item	Description	Type of Legislation	File #
1	ADM	Code Amendment	Amending the Administrative Code to authorize the City Administrator to pause, reduce, or return the annual contributions by the departments that contract for public works under Administrative Code Chapter 6 to the San Francisco Self-Insurance Surety Bond Fund	Ordinance	260598
2	ADM	Cannabis Tax Fund Grant Program	Authorizing the Office of the Chief Medical Examiner to accept and expend a grant for the grant term of July 1, 2026 – June 30, 2028	Resolution	
3	ADM	Continuing Prop J	Fleet Security Services	Resolution	260612
4	ADM	Continuing Prop J	Real Estate Division Custodial Services	Resolution	260612
5	ADM	Continuing Prop J	Real Estate Division Security Services	Resolution	260612
6	ADM	Continuing Prop J	Convention Facilities Management	Resolution	260612
7	ADP	Prop J (Not Previously Approved)	Protective Services	Resolution	260613
8	BOS	Continuing Prop J	Budget and Legislative Analyst Services	Resolution	260612
9	CON	Access Line Tax	Resolution concurring with the Controller's establishment of the Consumer Price Index for 2026, and adjusting the Access Line Tax by the same rate	Resolution	260607
10	CON	Neighborhood Beautification and Graffiti Clean-up Fund Tax	Ordinance adopting the Neighborhood Beautification and Graffiti Clean-up Fund Tax designation ceiling for tax year 2026	Ordinance	260602
11	DEC	Early Care and Education Commercial Rents Tax Baseline	Ordinance modifying the baseline funding requirements for early care and education programs in Fiscal Years (FYs) 2026-2027 and 2027-2028	Ordinance	260599
12	DPH	Prop J (Not Previously Approved)	Security Services	Resolution	260613
13	DPH	Recurring State Grant Funds FY 2026-2027	Authorizing the acceptance and expenditure of Recurring State grant funds by the San Francisco Department of Public Health for Fiscal Year (FY) 2026-2027	Resolution	260610

14	DPH	Code Amendment	Amending the Health Code to set patient rates for services provided by the Department of Public Health for Fiscal Years 2026-2027 and 2027-2028	Ordinance	260600/ 260655
15	DPW	Continuing Prop J	Security Services	Resolution	260612
16	DPW	Prop J (Not Previously Approved)	Materials Testing and Inspection Services	Resolution	260613
17	HOM	Continuing Prop J	Security Services	Resolution	260612
18	HOM	Homelessness and Supportive Housing Fund - FYs 2026-2027 and 2027-2028 Expenditure Plan	Resolution approving the Fiscal Years (FYs) 2026-2027 and 2027-2028 Expenditure Plan for the Department of Homelessness and Supportive Housing Fund	Resolution	260611
19	HOM	Funding Reallocation - Our City, Our Home Fund - Homelessness Gross Receipts Tax - Services to Address Homelessness	Ordinance temporarily suspending the cap on the use of Homelessness Gross Receipts Tax revenues to fund short-term rental subsidies	Ordinance	260601
20	HSA	Continuing Prop J	Security Services	Resolution	260612
21	LIB	Friends of San Francisco Public Library A&E	Friends of San Francisco Public Library – Chinatown Branch Renovation Capital Project Grant Award, FYs 2026-2027 through 2029-2030	Resolution	260608
22	MYR (MOHCD)	Continuing Prop J	Security Services	Resolution	260612
23	OCII	OCII Budget Resolution	Office of Community Investment and Infrastructure, operating as Successor Agency to the San Francisco Redevelopment Agency, Fiscal Year 2026-27 Budget	Resolution	260606
24	OCII	OCII Interim Budget Resolution	Office of Community Investment and Infrastructure, operating as Successor Agency to the San Francisco Redevelopment Agency, Fiscal Year 2026-27 Interim Budget	Resolution	260605
25	REC	Permit Amendment	Permit Amendment - Polo Field Concerts - Up To Nine Year Extension and Fee Increase	Resolution	260614
26	REG	Continuing Prop J	Assembly of Vote by Mail Ballots	Resolution	260612

27	REG	Code Amendment	Amending the Municipal Elections Code to remove the requirement that the Department of Elections publish the legal text of ballot measures in the Voter Information Pamphlet	Ordinance	260604
28	REG	Code Amendment	Amending the Municipal Elections Code to increase the filing fee and per-word fee for paid ballot arguments	Ordinance	260603
29	SHF	Continuing Prop J	Food Services for Jail Inmates	Resolution	260612

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2026 JUN 01 PM01:21

jm

To: Angela Calvillo, Clerk of the Board of Supervisors
From: Sophia Kittler, Mayor's Budget Director
Date: June 1, 2026
Re: Permit Amendment - Polo Field Concerts - Up To Nine Year Extension and Fee Increase

Resolution authorizing the Recreation and Park Department to issue an amended permit allowing Another Planet Entertainment to hold ticketed concerts at the Golden Gate Park Polo Field, to take place on the Friday, Saturday, and Sunday either following or preceding the Outside Lands Festival in 2027, 2028 and 2029, in exchange for a minimum permit fee of \$1,530,000 per year for two-day events and \$2,295,000 per year for three-day events through 2029, and with options to extend the permit until 2035 and with increased minimum permit fees during any such extensions; affirming a categorical exemption under the California Environmental Quality Act; and authorizing the Recreation and Park Department General Manager to enter into amendments or modifications to the permit that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the permit or this Resolution.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org