

CITY AND COUNTY OF SAN FRANCISCO

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

(Hall of Justice Children's Waiting Room – Room 106 )

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this "Permit") dated for reference purposes only as of February 15, 2012, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and CENTER ON JUVENILE AND CRIMINAL JUSTICE, a California nonprofit public benefit corporation (Permittee").

City and Permittee agree as follows:

1. License; Permit Area. City confers to Permittee a personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City designated as Room 106 of the building located at 850 Bryant Street (the "Building"), commonly known as the San Francisco Hall of Justice Children's Waiting Room (Room 106), as generally depicted on Exhibit A attached hereto (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, for the limited term specified below, and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. The privilege given to Permittee under this Permit is effective only insofar as the proprietary rights of City in the Permit Area are concerned, and Permittee shall obtain any further permission necessary because of any other existing rights affecting the Permit Area.

2. Use of Permit Area.

2.1. Permitted Use. Permittee and its volunteers may enter and use the Permit Area for a children's waiting room in Room 106 to provide a safe, positive environment for children whose parents have business with the courts. Permittee may also offer a weekly parenting class in the Permit Area.

2.2. No Unlawful Uses, Nuisances or Damage. Permittee shall not use, occupy or permit the use or occupancy of any of the Permit Area in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Permit Area. Permittee shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities in the Permit Area. Permittee shall not do anything in or about the Permit Area that will cause damage to the Permit Area or the Building.

2.3. No Use of Other Building Areas. Permittee shall not conduct any business, place any display, or advertise in any manner in areas outside the Permit Area, except identification signs or notices in a location and size and design approved by City in its sole discretion.

2.4. No Improvements or Alterations. Permittee shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, to or about the Permit Area.

2.5. No Hazardous Materials. Without limiting the generality of Section 2.2 above, Permittee covenants and agrees that neither Permittee nor any of its agents or invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area or the Building, with the sole exception that Permittee may keep and use such substances in the Permit Area in such reasonably limited amounts as are customarily used for general office purposes (such as normal office cleaning supplies).

3. Permits; Regulatory Approvals. Permittee shall obtain all permits and regulatory approvals (collectively, "Approvals") of any regulatory agencies required to perform the proposed uses in the Permit Area. Permittee recognizes and agrees that no approval by City's Director of Property hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory Approvals, at Permittee's sole cost.

4. No Permit Fee; Reimbursement for Certain Costs. Except as provided in Section 32 below, there shall be no use fee for this Permit, provided, however, that Permittee only enters into or uses the Permit Area only for the permitted use specified above. Permittee shall pay any and all other payments it is obligated to make to City under this Permit, including, but not limited to, any payments that may arise under Section 6, Section 7, Section 11, Section 13, Section 14 and Section 25.

5. Term of Permit. City and Permittee acknowledge that Permittee is now, and will be at the commencement of the term hereof, in possession of the Permit Area pursuant to a lease, dated August 1, 2008 (the "Existing Lease"), between City, as landlord, and Permittee (as successor in interest to Northern California Service League), as tenant. Pursuant to the terms of that certain Lease Assumption and Termination Agreement, dated on or about the date hereof, the Existing Lease will terminate on the date immediately preceding the commencement of the term of this Permit. The privilege given to Permittee pursuant to this Permit is temporary only and shall commence on February 15, 2013 or such later date as this Agreement shall have been executed and delivered by the parties hereto, and shall expire on February 14, 2014, unless sooner terminated pursuant to the terms hereof. Without limiting any of its rights hereunder, City may at its sole option freely revoke this Permit at any time prior to such expiration date upon written notice to Permittee, without cause and without any obligation to pay any consideration to Permittee.

6. Insurance.

6.1. Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, insurance as follows:

(i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Products Liability and Completed Operations;

(ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

6.2. All liability policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or

damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

6.3. All policies shall be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason, non-renewal or reduction in coverage to City. Notice to City shall be mailed to the address(es) for City set forth in Section 31.

6.4. Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee of bills therefor.

6.5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above

6.6. Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

6.7. Permittee's compliance with the provisions of this section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

7. Compliance With Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans With Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

8. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

9. Surrender. Upon the expiration or revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs permitted hereunder, and shall repair, at its cost, any damage

to the Permit Area caused by such removal. Permittee's obligations under this section shall survive any termination of this Permit.

10. Waiver of Claims; Waiver of Consequential and Incidental Damages.

10.1. Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

10.2. Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Permit.

10.3. Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

10.4. In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

10.5. Waiver By Volunteers and Others. Without limiting the foregoing, Permittee hereby agrees to obtain from each staff or volunteer working in or using the Permit Area a signed waiver and release in the form attached hereto as Exhibit C.

11. Repair of Damage. If any portion of the Permit Area or any property of City located in the Permit Area or Building is damaged by any of the activities conducted by Permittee hereunder, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the Permit Area or property to its previous condition.



12. Signs. Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object on or about the Permit Area.

13. Utilities and Services. City shall be responsible for furnishing, at its cost, reasonable electrical service to the Permit Area and refuse removal from a central location. Permittee shall, at its sole cost, provide any custodial service required to maintain the Permit Area to standards appropriate to children's waiting room, such as regular and reasonable standard office custodial services cleaning and sanitizing the surfaces of furniture, equipment and toys.

14. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to city upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this section shall survive the termination of this Permit.

15. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

16. Indemnity. Permittee shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating in any manner to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements permitted thereon, or into the environment; except solely to the extent of Losses resulting directly from the willful misconduct or gross negligence of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

17. As Is Condition of Permit Area and Personal Property; Disclaimer of Representations. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities, equipment, furniture or

personal property in the Permit Area, for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area hereunder, including, without limitation, the suitability of the Permit Area for such uses. Further, without limiting the generality of the foregoing, City makes no warranty or representation regarding the title to any furnishings, equipment, or personal property in the Permit Area.

18. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

19. INTENTIONALLY OMITTED.

20. No Joint Ventures or Partnership. This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in or relating to the Permit Area.

21. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

22. Non-Discrimination.

(a) Covenant Not to Discriminate. In the performance of this Permit, Permittee agrees not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. Permittee shall include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this subsection shall constitute a material breach of this Permit.

(c) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within

the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Permit. As a condition to this Permit, Permittee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Permittee hereby represents that prior to execution of this Permit, (i) Permittee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

23. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

24. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons



described in the preceding sentence of the prohibitions contained in Section 1.126. Permittee further agrees to provide to City the names of each person, entity or committee described above.

25. Possessory Interest Taxes. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by applicable law. Permittee shall pay all of such charges when they become due and payable and before delinquency.

26. Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Permittee to submit to the Real Estate Division of the City and County of San Francisco an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

27. Prohibition of Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

28. Prohibition of Alcoholic Beverage Advertising. Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

29. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify the City.



30. Food Service Waste Reduction. In connection with this Permit, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth herein. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Permittee's failure to comply with this provision.

31. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it First Class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: City and County of San Francisco  
Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

Permittee: Center on Juvenile and Criminal Justice  
c/o Abu Quadir Al-Amin, Associate Director  
40 Boardman Place  
San Francisco, California 94103

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

32. Post-Expiration Operations. Permittee continues to operate in the Permit Area after the expiration of the term with the express consent of City, such use shall be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions herein specified so far as applicable (except for those pertaining to the term). Any continued use of the Permit Area after the expiration of the term without the City's consent shall be at a monthly permit fee equal to Three Thousand Dollars (\$3,000) per month, and shall constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit, notwithstanding that City may elect to accept one or more payments of the monthly permit fee

33. Severability. If any provision of this Permit, or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

34. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

35. Cooperative Drafting. This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party shall be considered the drafter of this Permit, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Permit.

36. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law and City's charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) In the event City sells or otherwise conveys the property burdened by this Permit, this Permit shall automatically be revoked.

[SIGNATURES ON FOLLOWING PAGE]

Permittee represents and warrants to City that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE:

CENTER ON JUVENILE AND CRIMINAL JUSTICE,  
a California nonprofit public benefit corporation


By:

  
~~Abu Quadir Al-Amin~~  
~~Associate Director~~ EXECUTIVE DIRECTOR  
Daniel Macallair

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

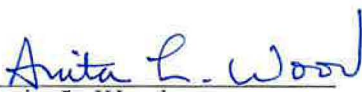
By:

  
JOHN UPDIKE  
Director of Property  
(pursuant to San Francisco Administrative Code  
Section 23.31)

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

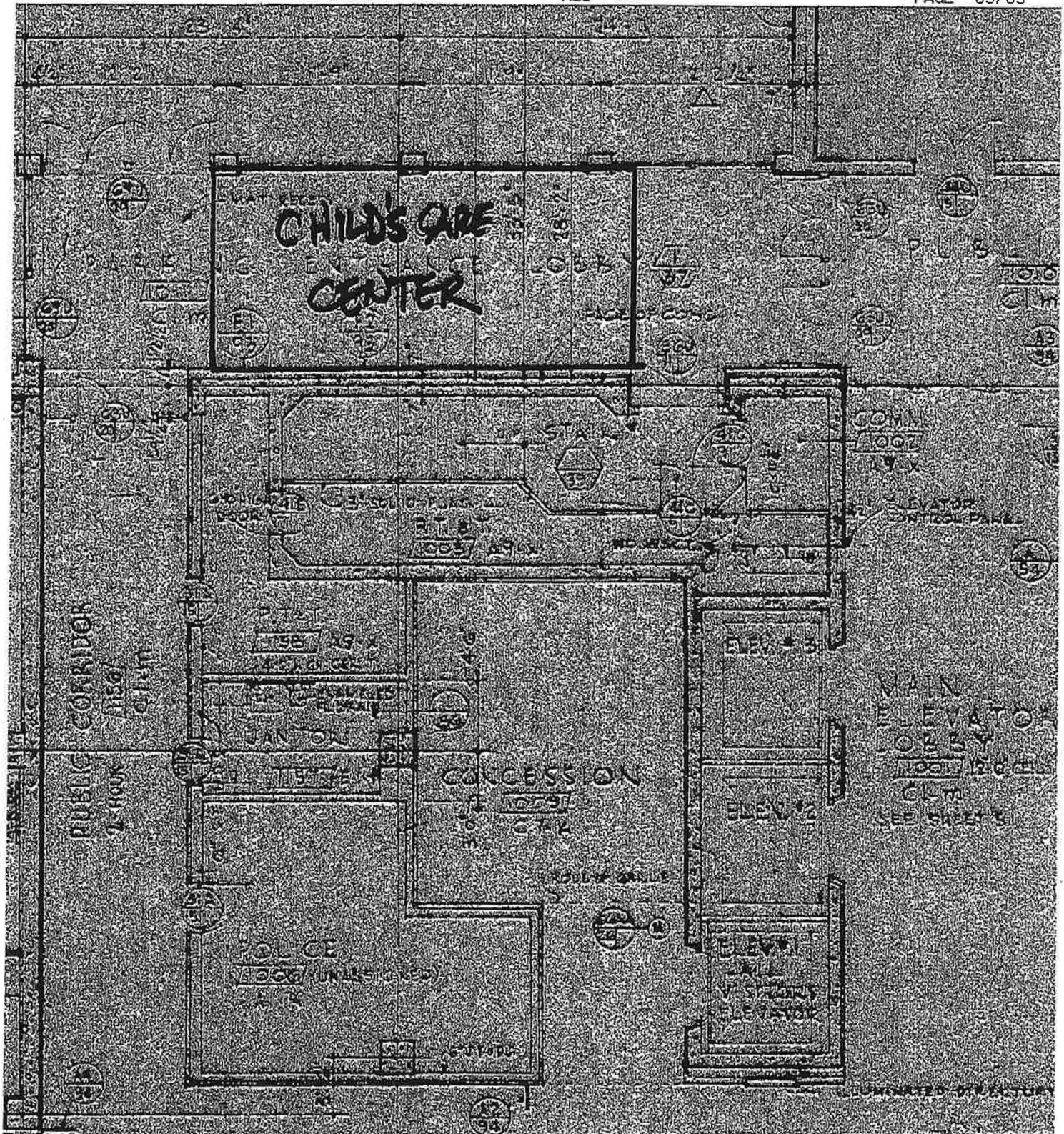
By:

  
Anita L. Wood  
Deputy City Attorney

**EXHIBIT A**

**Depiction of Permit Area**





## EXHIBIT B

### **RULES AND REGULATIONS**

#### RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, and stairways of the Building shall not be obstructed by Permittee or used by it for any purpose other than for ingress to and egress from the Permit Area. Permittee shall not go upon the roof of the Building.
2. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Permit Area shall be installed or displayed by Permittee on any part of the outside or inside of the Building without the prior written consent of City. City shall have the right to remove, at Permittee's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Permittee by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
3. The Permit Area shall not be used for the storage of merchandise held for sale to the general public or for lodging. All cooking shall be for employee consumption only and done in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. Space heaters and fans are not allowed or permitted.
4. Permittee shall provide City with a key to all locks installed in the Permit Area, excluding Permittee's vaults and safes. Permittee, upon the termination of its tenancy, shall deliver to City all keys to doors in the Permit Area.
5. Permittee shall not use or keep in the Permit Area or the Building any kerosene, gasoline or flammable, combustible or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Permittee shall not use, keep or permit or suffer the Permit Area to be occupied or used in a manner offensive or objectionable to neighbors of the Building by reason of noise, odors, and/or vibrations.
6. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in City's opinion, City reserves the right to prevent access to the Building during the continuance of same by such action as City may deem appropriate, including closing any doors in the Building.
7. Permittee shall see that the doors of the Permit Area are closed and locked and that all water faucets, water apparatus and utilities are shut off before Permittee or Permittee's employees leave the Permit Area, so as to prevent waste or damage. Permittee shall at all times comply with any rules or orders of the fire department with respect to ingress and egress.
8. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein. The expense of any breakage, stoppage or damage resulting in any violation of this rule shall be borne by Permittee.
9. Except with City's prior consent, Permittee shall not sell, or permit the sale from the Permit Area of, or use or permit the use of any sidewalk or area adjacent to the Permit Area for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise or service, nor shall Permittee carry on, or permit or allow any employee or other person to carry

on, business in or from the Permit Area, nor shall the Permit Area be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Permittee's permit.

10. Permittee shall not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building. Permittee shall not interfere with cellular, radio or television broadcasting or reception from the Building or elsewhere.

11. No animal or bird shall be permitted in the Permit Area or the Building, except for seeing eye dogs when in the company of their masters.

12. Permittee assumes all responsibility for protecting its Permit Area from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.

13. Intentionally omitted.

14. Wherever the word "Permittee" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Permittee's associates, agents, clerks, employees and visitors. Wherever the word "City" occurs in these Rules and Regulations, it is understood and agreed that it shall mean City's assigns, agents, officers, employees and visitors.

15. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any permit.

16. City reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

17. Permittee shall be responsible for the observance of all the foregoing Rules and Regulations by Permittee's employees, agents, clients, customers, invitees and guests.

**EXHIBIT C**

**Form of Waiver and Release  
(attached)**



## WAIVER AND RELEASE

In consideration for being granted permission to work as a volunteer on property owned by the City and County of San Francisco (the "Volunteer Work"), I, the undersigned staff or volunteer ("Volunteer"), agree that the City and County of San Francisco, and any and all of its officers, directors, agents and employees (collectively, the "Released Parties"), shall not be responsible or liable to Volunteer for, and, to the fullest extent allowed by law, Volunteer hereby waives all rights against the Released Parties and releases them from, any and all claims, demands, losses, liabilities, damages, costs, liens, injuries, penalties, fines, lawsuits or other proceedings, including, but not limited to, incidental or consequential damages and attorneys fees, relating to any injury, accident or death of any person, or loss or damage to any property (collectively, "Losses"), arising out of or in any way relating to the Volunteer Work or my entry onto or use of City-owned property. I understand that the City and County of San Francisco makes no representations or warranties, express or implied, regarding the property on which the Volunteer Work will be performed and I agree to enter the property at my sole risk.

In executing this Waiver and Release, I have not relied on any representations or warranties as to the safety of the Volunteer Work or the condition of the property on which the Volunteer Work Assignment will be performed.

"Volunteer"

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date(s) of Volunteer Work Assignment: \_\_\_\_\_