



Daniel Lurie, Mayor

Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

Draft 5 8 pm

Date: May 17, 2025

To: Recreation and Park Commission

Through: Phil A. Ginsburg, General Manager

From: Dana Ketcham, Director of Property Management and Permits and Reservation

Subject: Kezar Stadium – Long-Term Permit to Enter and Use Property

Agenda Item Wording

Discussion and possible action to (1) recommend that the Board of Supervisors approve a permit to FIL Partners, LLC, substantially in the form of the term sheet date May 15, 2025, for an initial term of 15 years with three 5-year options, so that the Golden City Football Club can use Kezar Stadium for its home games; and (2) 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.”

Background

Historic Kezar Stadium: Kezar Stadium was built in the 1920’s following a gift of the land from Mary Kezar for a cost of \$300,000. Historically, Kezar was the home of many teams. In its early years it hosted track and field competitions, motorcycle racing, auto racing, rugby, lacrosse, soccer, baseball, boxing, cricket, and football. Local colleges like USF and Stanford, as well San Francisco Polytechnic High School, also used the stadium was for games. In 1926 the stadium also became the home of the East-West Shrine Game. Since the 1920’s it has been the home of the two biggest high school football games each year, the SFUSD Championship Football Game (the “Turkey Game”) and the St. Ignatius versus Sacred Heart Cathedral Prep Game (the “Bruce Mahoney Game”).

Kezar Stadium was the founding home field for the San Francisco 49ers who played there from 1946 to 1970. It was also the location of the first home games of the Oakland Raiders. The 1970 NFC Championship Game was the last professional football game ever played at Kezar Stadium. After that final game, the 49ers moved across the City to the Department’s more modern Candlestick Park where they played for 43 years (1971-2013) before moving, again, to Santa Clara. Following the departure of the 49ers in 1970, Kezar Stadium was used for a series of concerts in the 1970’s but also fell into disrepair.

New Kezar Stadium: In 1987, the voters passed Proposition D which paved the way for the destruction of the original Kezar Stadium and subsequent replacement with the new Kezar Stadium for a cost of \$6 million. The original Kezar Stadium was demolished in 1989 and the new stadium completed in 1991. Among other things, the new stadium reduced the number of seats from 60,000 to a potential capacity of 15,000, the track was enlarged, and the stadium was built into the ground.



1991 – Present Day Kezar Stadium Use: Since 1991, Kezar Stadium has been used primarily for games for school teams and school track meets. However, it has been used over the years by a variety of colleges and semi-professional and professional teams including:

- San Francisco Bay Area Seals (soccer) (1998-1999)
- San Francisco Freedom (cricket) (2004)
- San Francisco Dragons (lacrosse) (2006-2007)
- California Victory (soccer) (2007)
- San Francisco Stompers FC (soccer) 2012, 2014
- San Francisco Dogfish (ultimate) (2013)
- Bay Area Breeze (women's soccer) (2013)
- Stanford Red and White Game (2010-2012)
- College Lacrosse Showcase (2010-2013)
- San Jose Earthquakes (soccer) (2010, 2012, 2013, 2014)
- Club America Soccer (2011)
- Manchester City (soccer) (2011)
- NCAA Battle of the Bay Lacrosse (2012, 2013)
- Next Gen Ultimate Tour (2012, 2013)
- SF Nighthawks (women's soccer) (2010-Present)
- SF City Soccer (2015-Present-also using Boxer)
- El Farolito SC (2019-Present-also using Boxer)
- Sueno Aliznza National Showcase (2012)
- San Francisco Deltas (2017)

San Francisco Deltas (2017): In 2017 the Commission approved a 5-year permit to the San Francisco Deltas, North American Soccer League professional soccer team (the “Deltas”) for a period of up to 5 years to hold between 15 and 20 games. As part of the permit, the Delta's did a number of improvements to the stadium including new field lighting, new seating to replace wooden benches, ADA platform additions, internet fiber installation, and cosmetic facelifts to the locker room facilities. The Commission authorized the Delta's to sell alcohol at their games which was the first time that alcohol was allowed. Since that time the Department has continued to allow alcohol sales at Kezar events. The Deltas held their inaugural season and developed protocols for traffic management, public safety and clean up. They had a very successful season in terms of community impact and filled the stadium for the final playoff game on November 17, 2017. Unfortunately, the Deltas ceased operations shortly after their inaugural season. Since then, the Department has continued to seek a professional team to make Kezar its home.

Proposed Major League Soccer Next Pro Soccer Team

Background on MLS Next Pro: MLS Next Pro is a professional men's soccer league in the United States and Canada that is the second tier of Major League Soccer (MLS). The league launched in 2022 with 21 teams and has grown to 29 teams playing in 2026 and 4 additional teams announced. The teams are divided into Eastern and Western conferences and their season runs from spring to fall, starting in March. MLS Next Pro is led by Charles Altchek, a long-time MLS executive.



FIL Partners and GCFC: In late 2023, FIL Partners approached the Department about the possible use of Kezar Stadium for a new franchise team based in San Francisco. Concurrently they met with MLS Next Pro to learn league requirements (one of which was to identify a venue for home games) and other MLS Next Pro ownership groups to understand potential challenges. They also met with experts to identify needs to renovate Kezar to improve player and fan experiences.

FIL Partners has received support for the approval from MLS Next Pro to field a team in San Francisco if it has a suitable stadium. Kezar Stadium meets those needs. FIL Partners is led by Geoff Oltmans and Marc Rohrer, both who are long-time San Francisco residents. The team will be called Golden City FC (GCFC). The Department has held a series of meetings with Mr. Oltmans and Mr. Rohrer. The ownership group has indicated the team's desire and commitment to make up front improvements to the Stadium to enhance the fan and player experience. FIL will fund and implement these improvements in exchange for rent credits. The Department participated in these discussions without first soliciting competitive bids as the league's eligibility requirements for a soccer club to operate made the competitive bid process impractical or impossible in this instance.

Overview of Agreement with Golden City FC

Game Days: GCFC seeks to use Kezar Stadium for their home games beginning in 2026 or 2027. These proposed home games would be played from March to October. However, there is a likelihood that the league will shift to the international soccer season calendar from August to May at some point. Across its regular season, GCFC anticipates 15 home games will be played at Kezar, with additional preseason and playoff games (if they qualify). There may also be non-league matches. Per the terms of the proposed Permit, in no event shall Kezar Stadium be used for more than 20 games per season (excluding playoff games) without the approval of the General Manager. Should MLS Next Pro decide to increase the total games in a season, Golden City FC will also accordingly increase the number of home games.

The majority of games are expected to be played on Saturdays or Sundays, but weeknight games are also possible. Games will be either in the evenings (no later than a 7:00 p.m. start) or in the afternoons. Soccer games are 90 minutes (two 45 minute halves) with a 15 minute half-time. There is no overtime except during playoffs.

During the games Golden City FC proposes to have concessions that will offer food, merchandise and alcohol to attendees similar to other sporting venues. In addition, Golden City FC intends to rent Arguello Stub and Kezar Triangle for pregame festivities. The operation will be similar to the Deltas.

Term: The term of the agreement is for an initial 15 years with GCFC having the option to renew for two additional 5-year terms provided that GCFC has funded or placed into a separate maintenance fund account \$1 million to cover life-cycle replacements or repairs. In addition, there is a third 5-year renewal option if agreed to by both parties.

Initial Investment: Golden City FC is committing to investing a minimum of \$10 million (50% made prior to 1st game and remainder over following 2 years) subject to Permit Fees credit described below for renovations to Kezar Stadium..

Kezar Stadium Improvements Estimated Costs:

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

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

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

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

Football Game Scheduling Provisions: When initially presented with this proposal, the Department informed GCFC that a long-term permit could be issued only if it ensured that their games would not displace the use of Kezar by our existing youth and school teams.

MLS Next Pro does not allow football lines to appear on the field during soccer games. As a result, the Department will work with GCFC and the SFUSD and Sacred Heart Cathedral (SHC) football teams to identify at least two blocks each year when the field can be lined and used for the following games:

- Mission High school – up to 3 home league matches
- SHC – up to 3 home league matches
- The annual Bruce Mahoney game
- Possible Playoff games for either team in November or possible preseason games in September
- The Turkey Bowl game

To allow schedules to be developed, by November 15 of each year GCFC shall notify RPD of available weekends for football play who will in turn notify the high schools. By Jan 15, schools will notify RPD of the proposed game schedule to be mutually agreed upon between RPD, Mission, SHCP, SI (when hosting Mahoney), and GCFC.

Because of the time needed to rehabilitate the field and remove football lines, the blocks shall include:

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



The Department has discussed with the representatives of the SFUSD, Sacred Heart Cathedral and St. Ignatius. to review possible schedules. They are very excited about the improvements to the field and are comfortable with the proposal in regards to scheduling.

Practices: Golden City FC also desire to utilize certain designated soccer pitches on a rotating basis for practices. It is important to note that the team's contemplated practice schedule is set to occur during off-peak hours (weekdays before 2:30 p.m.) and will not interfere with or disrupt any current users of the fields.

Use of Kezar Stadium- Field Maintenance and Community Impact

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

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

Use of Kezar Stadium- Competing Sports Events

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

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

Locker Rooms:

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



Proposed Permit – Terms and Conditions

Permittee	Golden City Football club, dba GCFC, a FIL Partners, LLC
Term	Fifteen (15) years
Extension Term	Three 5-year options (First two options at GCFC discretion, third option both GCFC and the Department must agree)
Permit Areas	<ol style="list-style-type: none"> 1. Kezar Stadium including locker rooms in Kezar Pavilion 2. Kezar Triangle 3. Certain Designated Soccer Pitches for use as practice fields 4. Certain areas around Kezar stadium to provide temporary locker rooms and for storage of game day equipment
Permitted Uses	<p><u>Home League Matches</u> Subject to the approval of the Department each year, Kezar Stadium shall be made available to Permittee for <i>home league matches</i>. In no event shall Kezar Stadium be used for team practices except pregame walk arounds.</p> <p><u>Team Practices</u> On a rotating basis, certain designated soccer pitches will be made available for team practices. At all times, team practices shall be held on weekdays and will end prior to 2:30PM each day.</p> <p><u>Locker Room Space</u> Certain designated space around Kezar Stadium shall be made available if possible for use as a locker room and for storage of game day equipment.</p>
Stadium Improvements	Prior to the start of Permittee’s inaugural season in 2026 or 2027, Permittee shall be required to make at least 50% of requirement improvements with the remainder made within the next 2 years. Permittee shall not perform any improvements without first obtaining the written consent of the Department’s General Manager.
Ownership of Improvements	All improvements to Kezar Stadium shall become property of the Department upon the expiration or termination of the Permit.
Annual Operating Plan	At least sixty (60) days before the commencement of Permittee’s regular season, Permittee shall submit to the General Manager an Annual Operating Plan for review and approval. The Operating Plan shall enumerate in detail the Permittee’s Transportation Plan and Security Plan.
Transportation Plan	Permittee shall submit a comprehensive Transportation Plan to the Department for review and approval. The Transportation Plan shall encourage public and alternative transportation options and shall be included in all home league match



	publicity. At the request of the Department, Permittee shall be required to modify the Transportation Plan.						
Arrangements for Traffic and Safety	Permittee shall make all necessary arrangements with the San Francisco Police Department, Department of Parking and Traffic, San Francisco Municipal Transit Authority, and San Francisco Fire Department to ensure that all home league matches are conducted in a safe, orderly, and organized manner.						
Amplified Sound	The use of amplified sound during games for play-by-play announcement is strictly prohibited.						
Food and Beverage Sales	Permittee shall be entitled to operate concessions at Kezar Stadium for the sale of food and beverage usually sold at sporting events. At all times, Permittee shall conduct concession operations in compliance with all applicable rules and regulations.						
Restrictions on Alcohol Sales	The sale of alcoholic beverages must end eighty (80) minutes after the start of a match. The sale of beer and wine may be available generally in the Stadium. The sale of spirits may be available only in designated ticketed areas, and the consumption of spirits shall be strictly limited to such designated ticketed areas. Permittee shall coordinate with the Department and SFPD to develop a comprehensive Alcohol Monitoring Plan, which plan can be revised at the request of the Department. The Monitoring Plan, location, price, conditions of any and all alcohol sales must be approved in advance in writing by the General Manager.						
Permit Fees	<p><u>Events - Home League Matches</u> For <i>each</i> match approved by the Department, Permittee shall pay the following fees which are subject to annual CPI adjustments:</p> <table> <tr> <td>1. Kezar Fixed Event Fee</td><td>\$1,500</td></tr> <tr> <td>2. Kezar Hourly Event Fee</td><td>\$750</td></tr> <tr> <td>3. Kezar Triangle Event Fee</td><td>\$750</td></tr> </table> <p><u>Practice Fields</u> Permittee shall pay fees for practice fields in accordance with rates set forth by the San Francisco Park Code.</p> <p><u>Tickets</u>: As part of the required Permit Fees, GCFC will also provide 38 tickets to the Department for each home game, for the Department to distribute to the City's underserved community and for Department-specific uses. At least 30 tickets will be distributed to the City's underserved community.</p>	1. Kezar Fixed Event Fee	\$1,500	2. Kezar Hourly Event Fee	\$750	3. Kezar Triangle Event Fee	\$750
1. Kezar Fixed Event Fee	\$1,500						
2. Kezar Hourly Event Fee	\$750						
3. Kezar Triangle Event Fee	\$750						
Percentage of Ticket Sales	The Department will not receive any percentage of ticket sales for the first 10 years. After year ten, the Department will receive 10% of ticket sales to the extent the amount is greater than all other costs paid to the Department. This permit fee is subject to the Credit Against Certain Fees section below.						



Credit Against Certain Fees	Permittee shall be entitled to receive credit against fees for matches, practices and percentage of ticket sales in an amount equal to properly documented and approved costs of Kezar Stadium Improvements; provided that the Annual Minimum Permit Revenue (described below), any Reimbursements for Costs and any Additional Resources for Field Maintenance shall not be subject to offset.
Annual Minimum Permit Revenue	GCFC will ensure that the Department's total permits fees received for any fiscal year are at least \$55,000 (subject to CPI increases) ("Minimum Permit Revenue"). By June 1 of each year, the Department will notify GCFC if permit revenue received from others will be less than the Minimum Permit Revenue. Any difference owed will be payable annually by June 15 to the Department by GCFC.
Additional Resources for Field Maintenance	Permittee and the Department shall annually agree to Permittee providing additional resources for field maintenance including equipment, seed and gardening staff due to the increased usage by GCFC.
Limitations on Signage	Permittee shall not display any signs or advertisements without the prior written consent of the General Manager, in his sole discretion. All signage must comply with San Francisco Park Code Section 3.07(b)(3). The Department will use its best efforts to allow installation of signage at Kezar says, "Kezar Stadium, Home of the Golden City Football Club".

Reasons for the Department's Support

The Department supports this proposal as it provides the residents of San Francisco the chance to attend a top-quality soccer game in the City. GCFC will also provide much-needed improvements to Kezar Stadium, including a complete refurbishment of the grass, drainage and irrigation; a new sound system and a new scoreboard. The wooden stands at Kezar Stadium are rotting in many places and will be improved, as well as additional ADA improvements. The final list of improvements and the design of those improvements would still need to be approved by the General Manager and would need to undergo any required regulatory approvals. Finally, the permit enables continuing use of Kezar stadium by school groups and the public. The Department staff believes that it meets a public purpose.

The Department recognizes the length of the agreement is essential for GCFC to ensure they have a stadium and to obtain the needed capital investment. The Department believes that there are adequate safeguards in place to ensure that Kezar will remain open for public use and that there will be adequate protection against undue neighborhood impact.



Community Outreach and Concerns

GCFC has begun meeting with community groups and will continue to meet with them as they develop plans for stadium operations. It is anticipated that the stadium plans will be at least as robust as the Deltas.

Staff Recommendation:

Department staff recommend that the Commission authorize (1) the Department to enter into the permit with FIL Partners LLC (GCFC) and find that the permit will serve a public purpose.

Attachments:

Exhibit A – Term Sheet



Exhibit A

Kezar and Practice Facility License Term Sheet May 15, 2025

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

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

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

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

Kezar Stadium Improvements Estimated Costs:

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

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

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

This agreement may be terminated by the Department if

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

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



Kezar Stadium Usage:

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

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

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

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

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

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

Because of the time needed to rehabilitate the field and remove football lines, the blocks shall include:

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

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

Use of Kezar Stadium - Field Maintenance and Community Impact



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

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

Use of Kezar Stadium - Competing Sports Events

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

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

Locker Rooms:

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

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



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

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

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

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

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

Boxer and Other City Field Usages

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

Permit Fees:

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

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

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

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



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

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

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

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

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

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

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

Additional Community Benefits:

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

Other Items:

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



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

