USE PERMIT

THIS USE PERMIT (this "Permit") dated for reference only as of April 1, 2009, is made by and between the City and County of San Francisco, a municipal corporation (`City"), acting by and through its Recreation and Park Department ("Department") and Another Planet Entertainment LLC ("Permittee").

1. Basic Permit Information. 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 Permit pertaining to such item. In the event of any conflict between the information in this Article and any more specific provision of this Permit, the more specific provision shall control.

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 (Section 2):	The certain portion of the premises called Polo Fields, Speedway Meadow, Lindley Meadow, Marx Meadow, Little Speedway Meadow and the areas in Golden Gate Park that connect those areas, as shown in **Exhibit A** attached hereto (GG Park Map)	
Permitted Use (Section 5):	Production of a three-day music and arts festival open to the public upon purchase of tickets. In 2009, the Festival will be held on August 28-30. The Festival will also be held in the summer of 2010 and 2011, on dates mutually agreed to by City and Permittee no later than 30 days after the prior year's Festival, but during the period between June 1st and August 31st of each such year. Permittee is permitted to sell alcohol and to modify the sound policy to allow amplified sound at the Polo Fields, Speedway Meadow and Lindley Meadow as set forth in Exhibit B. Permittee shall not allow more than 60,000 paid attendance per day total in all venues.	
Permit Fees and Financial Terms (Section 9):	**Minimum Permit Fee**	2009 Minimum Permit Fee is $950,000 Minimum Permit Fee shall be increased thereafter by $50,000 each year.
	Percentage Rent	10% of the sum equal to gross ticket revenue received from the Festival minus applicable ticket taxes and Additional Rent paid by Permittee 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 such Festival [i.e., Permittee shall pay the greater of 10% of Gross Revenue or the Minimum Permit Fee for each

	Festival, whichever is higher]. **Additional Rent** $1.00 per each ticket sold by Permittee or its agents, in addition to the Minimum Permit Fee and Percentage Rent
Operating and Outreach Requirements	Permittee shall comply with all Operating and Outreach Requirements as described in **Exhibit B**.
Term (Section 10):	2009 Festival commencement date and times are included in the Operating and Outreach Requirements in **Exhibit B**. Permittee shall hold 2 additional Festivals, one in 2010 and one in 2011. Commencement dates and times for these additional Festivals will be included in an supplemental exhibit for each of these future years (i.e., Exhibit B-1 for 2010 Festival and Exhibit B-2 for 2011 Festival). Permittee shall have the option to extend the term to include Festivals in 2012 and 2013 by exercising such option by written notice delivered to City no later than January 1, 2012; provided Permittee has not defaulted, following notice and any applicable cure period, on its material obligations under this Permit, and City has not terminated this Permit. Any such extension shall be on the same terms and conditions, including Percentage Rent, as set forth in this Permit.
Amplified sound terms:	Permittee shall comply with the amplified sound terms set forth in the Operating and Outreach Requirements attached as **Exhibit B**.
Utilities	City shall make available to Permittee existing utility connections, without any representation or warranty.
Insurance Limits (Section 19):	Worker's Compensation Insurance - statutory amounts Employers' Liability Coverage with limits of not less than $1,000,000 for each accident or occurrence. Comprehensive or Commercial General Liability Insurance with limits not less than $3,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage. Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage. $1,000,000 Food Products Liability Insurance to be obtained through concessionaire.
Address for Notices (Section 24):	Recreation and Park Department: Rich Hillis

	Director of Partnerships and Resource Development Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 Phone: 415.831.6850 with a copy to: Dennis Kern, Director of Operations Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 Permittee: Another Planet Entertainment, LLC 1815 Fourth Street, Suite C Berkeley, CA 94710 Attention: Allen Scott Phone: 510.548.3010
Payment schedule:	Minimum Rent: $200,000 due thirty (30) days prior to the start of each Festival (the "Initial Minimum Rent Payment"), remainder due no later than ten (10) days before the start of each Festival Percentage Rent: ten (10) days after each Festival Additional Rent: ten (10) days after each Festival Permittee will be able to access the Premises to prepare and set up for each Festival only if the Initial Minimum Rent Payment has been received no later than ten (10) days before the start of the Festival. Percentage Rent, if any, and any Additional Rent will be due and payable within ten (10) days from the conclusion of each Festival. For Festivals after the 2009 Festival, City may elect to increase the Initial Minimum Rent Payment up to a maximum of $500,000 and require such payment be made no later than June 1 of that year; provided, any such increase shall take effect no earlier than 60 days following City's notification to Permittee of such increase.
Security Deposit (Section 33):	$30,000 (the "Security Deposit") due upon permit execution and, if not applied by City as permitted hereunder, shall be credited to the Additional Rent payable after the Festival. No later than 90 days before the start of the 2010 Festival and each Festival thereafter, Permittee shall pay a new Security Deposit for that Festival which again will be credited to the Additional Rent payable after the Festival if not applied by City as set forth above.
Termination Rights	Without limiting City's other rights and remedies hereunder, City shall have the right to terminate this Permit at any time if Permittee has failed to cure a material breach of this 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.

2. **License of Premises**.

(a) City grants to Permittee a personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth in this Permit. This 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 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 governmental entity necessary for the permitted uses. Permittee shall bear all costs or expenses of any kind 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 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 Basic Lease Information, unless sooner terminated pursuant to the provisions of this Permit. City grants to Permittee a one-time option to extend the Term of this Permit (the "Extension Option") for an additional two years as set forth in the Basic Permit Information. Any such notice by Permittee shall be irrevocable by Permittee. If any event of material default by Permittee is outstanding hereunder either at the time of Permittee's exercise of the Extension Option or at any time prior to the first day of the Extension Term (or if any event shall have occurred which with the giving of notice or the passage of time or both would constitute such a default), then City may elect by notice to Permittee to reject Permittee's exercise of the Extension Option, whereupon the Extension Option shall be null and void; provided, Permittee's exercise shall revive if Permittee cures the material default within the applicable cure period, and provided further Permittee shall have no rights hereunder and City shall have no obligations during such cure period unless and until such cure has been completed.

(c) During the term of this Permit and in any year that the Festival is held, and provided Permittee is not in default, City shall not authorize any other person to hold in the Polo Field, Speedway Meadow and Lindley Meadow, a multi-day, multi-stage music festival which is the substantially similar in scope and size to the Festival as determined by the Department following consultation with Permittee (a "Competing Festival"). Notwithstanding anything to the contrary herein, the following shall not be considered a Competing Festival (but only as generally previously permitted) Hardly Strictly Bluegrass, Power to the Peaceful and any other annual music event that the Department has permitted and has been executed in the past three years.

3. **Inspection of Premises**. Permittee independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents") will conduct a thorough an diligent inspection of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. After each Festival, Permittee and

Recreation and Park Department will inspect the Premises to confirm any damage caused to the Premises during Permittee's use; provided, Recreation and Park Department's failure to do so shall not affect or limit Permittee's obligations hereunder.

4. **As Is; Disclaimer of Representations.**

(a) As Is; No Representations. Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the parties, governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither City nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns have made, and City hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(b) Release. Permittee acknowledges that this Permit is terminable by City as provided herein 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 in accordance with the terms of this Permit. 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.

5. **Use of Premises.** Permittee may enter and use the Premises only for the purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Invitees from using, the Premises for any activities other than the permitted uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of City. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a Release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such Releases or threatened Releases to governmental agencies, and shall take all action necessary to mitigate the Release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a Release of Hazardous Material, Permittee shall, without cost to City and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the Release. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, **"Hazardous Material"** means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term **"Release"** or **"threatened Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any City property.

(c) **Pesticides Ban.** Permittee shall not use, or permit the use of, any pesticides on the Premises, and Permittee shall otherwise comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance").

6. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the detailed Site Plan in the area designated for parking if presented to City no later than ninety (90) days prior to the event, as required in the Operating and Outreach Requirements. To the extent practicable,

Permittee shall use its best efforts to encourage use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises.

7. **Resource Conservation and Sustainability.** Recreation and Park Department is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 30 [Food Service Waste Reduction] below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and all applicable provisions of the San Francisco Environment Code.

8. **Subject to Recreation and Park Department and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Recreation and Park Department and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Golden Gate Park contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues in the park on the same day. Permittee shall donate to City, at no charge to City, a reasonable and customary number of general admission passes for each day of the Festival.

9. **Permit Fee.**

(a) **Minimum Permit Fee.** Permittee shall pay to Recreation and Park Department permit fees in the amount set forth in the 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 termination of this Permit for an event as specified under section 21 [Impossibility of Performance]. If such event as specified under Section 21 occurs during the Festival, then the Minimum Permit Fee amount to be returned will be prorated to reflect the percentage of the Festival not completed. If the event occurred after the first day but during the second day, City will return two thirds of the Minimum Permit Fee. Permittee shall pay all applicable City departments for the costs incurred by those departments in providing City employees, equipment, property and facilities in connection with this Permit.

(b) **Percentage Rent and Additional Rent**. In addition to Minimum Permit Fee, Permittee shall pay Percentage Rent and Additional Rent as set forth in the Basic Permit Information. Percentage Rent shall be the amount equal to ten percent (10%) of gross ticket revenue received from the Festival minus applicable ticket taxes and Additional Rent 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 such Festival [i.e., Permittee shall pay the greater of 10% of Gross Revenue or the Minimum Permit Fee for each Festival, whichever is higher]. Accordingly, if the Minimum Permit Fee is greater than the ten percent (10%) of the Gross Revenue, then there shall be no Percentage Rent for that Festival. Additional Rent shall be $1.00 for each ticket sold by Permittee or its agents, and shall be paid to City in addition to the Minimum Permit Fee and Percentage Rent. Additional Rent and Percentage Rent shall be payable on the date that is ten (10) days after each Festival. The calculations for rent payments due hereunder shall be made separately for each Festival.

(c) **Revenue Reports.** On or before the day that is ten (10) days following each Festival, Permittee shall submit to City a report (the "Revenue Report") showing all gross ticket revenues received by Permittee and the total number of tickets sold by Permittee for such Festival as of such date, together with any such additional information as may be reasonably requested by City for purposes of

determining Percentage Rent and Additional Rent. 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 and Additional Rent.

(d) Books and Records. Permittee shall keep accurate books and records for all ticket sales and gross ticket revenues in accordance with generally accepted accounting principles. Recreation and Park will have access to such records of ticket sales and gross ticket revenues. Permittee shall not co-mingle personal funds with business funds.

(e) Audit. Within 30 days, Permittee agrees to make its books and records relating to ticket sales and revenues available to City, or to any City auditor, or to any auditor or representative designated by City (hereinafter collectively referred to as "City representative"). If an audit reveals that Permittee has understated ticket sales or revenues, Permittee shall pay City, promptly upon demand, the difference between the amount Permittee has paid and the amount it should have paid to City, together with interest at the rate of seven percent per annum. If Permittee understates its total tickets sold or revenues received by three percent or more the cost of the audit shall be borne by Permittee. If Permittee materially and intentionally understates its tickets sold or Gross Revenue received relating to the Festival, then such understatement shall be a default without notice or cure rights and entitle City to all remedies under this Permit. For purposes of this Section, any understatement equal to or greater than ten percent (10%) shall be deemed material unless such amount is less than Twenty-Five Thousand Dollars ($25,000).

(f) Late Fee. Permittee hereby acknowledges that late payment by Permittee to City of the rent or other sums due hereunder will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if the rent or any other sum due from Permittee, shall not be received by City within five (5) days after such amount shall be due, Permittee shall pay to City a late charge of Four Hundred Dollars ($400). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Permittee. Acceptance of such late charge by City neither constitutes a waiver of Permittee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City, including but not limited to the right to charge interest on such overdue amounts at the highest rate permitted by law.

10. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, 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. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City, acting through Recreation and Park Department, is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Recreation and Park Department for purposes of this Permit shall be deemed to constitute approval of any federal, state, or other local regulatory Agency, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's

sole cost or limit in any way City's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g. General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Recreation and Park Department prior to Permittee's use of the Premises.

11. Security. In addition to the Permit Fees described in Section 9 above, Permittee shall provide and/or pay for the security, police and medical support services described on **Exhibit B** at its sole cost and expense.

12. Rules and Regulations. In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as **Exhibit C**. City reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. City shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

13. Surrender. Upon the expiration of this Permit, and at the end of each Festival, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit. Without limiting any of City's other rights hereunder, in the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, or other property installed or placed in, on, under or about the Premises by Permittee.

14. Repair of Damage. Prior to the day of the initial set up for each Festival, representatives of Recreation and Park and Permittee shall conduct a walk-through of the Premises to determine the condition of the Premises. The same representatives shall conduct a second walk-through immediately following the event load-out to determine the condition of the Premises after the Festival to determine if there has been damage caused by the Festival. Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Recreation and Park Department's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Recreation and Park Department may make such repairs on behalf of Permittee at Permittee's sole cost and expense. If Permittee damages the Premises or any personal or real property of City, the final repair costs owed by Permittee shall be determined by City in its sole and absolute discretion, and shall be paid by Permittee within five (S) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit. For the purposes of this provision, damage shall include any litter including solid and liquid waste remaining on the premises after the event load-out.

15. Public Safety. Permittee agrees to conduct the Festival and all activities hereunder at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Recreation and Park Department and other government agencies responsible

for public safety. Permittee shall take such soil and resource conservation and protection measures with the Premises as City may request.

16. Indemnification. Permittee shall indemnify, defend, reimburse and hold City and its officers, agents, employees and contractors, and each of them, harmless 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 Premises, or any part thereof, whether the person or property of Permittee or its Agents or 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 Premises 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 Premises, any improvements permitted thereon; except solely to the extent of Losses resulting directly from the negligence or willful misconduct 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. 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 shall give to the City prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way directly or indirectly, contingently or otherwise affect either, and both shall have the right to participate in the defense of same to the extent of its own interest. Approval of insurance policies by the City shall in no way affect or change the terms and conditions of this indemnity agreement. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

17. INSURANCE

17.1 Permittee's Insurance. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Broad Form Property Damage, Products Liability, and Completed Operations; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

17.2 Claims Made Policy. 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 two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

17.3 Annual Aggregate Limit. 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 are included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above in basic permit information.

17.4 Additional Insureds. Liability policies shall be endorsed to name as additional insureds the " City and County of San Francisco, acting by and through the Recreation and Park Department, and their directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

17.5 Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

17.6 Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, City and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

17.7 General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to City at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to City, shall be furnished to City.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to City with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

17.8 No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

17.9 Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Recreation and Park Department may elect in Recreation and Park Department's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

17.10 Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

18. City Termination. In the event of a breach by Permittee, including but not limited to Permittee's failure to comply with the Operating and Outreach Requirements set forth in **Exhibit B** City shall have all rights and remedies available at law and in equity, provided however, the right to terminate this Permit shall only be available for an uncured material breach; provided further that, (i) for monetary breaches, Permittee shall have a period of five (5) business days following receipt of written notice from City to cure such monetary breach, (ii) for nonmonetary breaches that are capable of being cured by Permittee (other than breaches relating to insurance and bonding), Permittee shall have a period of thirty (30) days following receipt of written notice from City to cure such nonmonetary breach, (iii) for any breach involving the failure to obtain or maintain insurance, bonds, or the Security Deposit, Permittee shall have a period of three (3) business days to cure such breach and shall not permitted to use or enter the Premises during any such period unless and until the breach is cured, and (iv) notwithstanding anything to the contrary above, Permittee shall not have the right to cure any breach involving fraud or any breach regarding intentional and understatement of tickets sold or Gross Revenues as set forth in Section 9(e) above. If Permittee shall have commenced cure of a non-monetary breach requiring thirty (30) days to cure and is diligently proceeding with efforts to cure, then in the event such cure requires more than the thirty (30) day period specified, Permittee shall have such additional time as is reasonable under the circumstances to effect a cure, but in no event more than ninety (90) days.

19. City Right to Cure. If Permittee fails to perform any of its obligations under this Permit, to restore the Premises 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.

20. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempted assignment, conveyance or transfer shall be a default.

21. No Joint Venture or Partnership; Independent Contractor. This Permit does not create a partnership or joint venture between City and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

22. **Impossibility of Performance.** 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 Festival (or day of any Festival) (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, any Minimum Rent, Percentage Rent or Additional Rent payable by Permittee shall be appropriately readjusted for amounts refunded by Permittee to ticket purchasers as a result of the cancellation of any Festival (or day of the Festival) due to a Force Majeure Event as if the ticket sales for such refunds never occurred. A Force Majeure Event shall not terminate this Permit as to future Festivals which shall remain in full force and effect.

23. **Possessory Interest Taxes; Payment of 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 Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

24. **Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the City and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (i) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

25. **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.

26. **Non-Discrimination.**

26.1 Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Recreation and Park Department employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

26.2 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 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.

26.3 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 Permit 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 Fifty Dollars ($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.

27. Tropical Hardwoods and Virgin Redwood. 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.

28. Tobacco Sales and Advertising Prohibition. Permittee acknowledges and agrees that no sales or advertising of cigarettes or tobacco products is allowed on the Premises. 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.

29. No Smoking in City Parks. Smoking is prohibited on any unenclosed area of property in the City and County of San Francisco that is open to the public and under the jurisdiction of the Recreation and Park Commission or any other City department if the property is a park, square, garden, sport or playing field, pier, or other property used for recreational purposes. SF Health Code Section 1009.81.

Permittee must make announcements prior and during event to participants to abide by the above code. Any violation may be punishable by a fine. Permittee may satisfy its obligation to make announcements by periodically displaying text messages on the video screens of the stages in between performances of artists.

30. 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 City.

31. Food Service Waste Reduction. 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, 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. 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; further, 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.

In addition, if 2,000 or more of Permittee's Agents and/or Permittee's Licensee's will be at the Premises, Permittee shall submit a recycling and waste reduction plan to the Recreation and Park Department's Events Coordinator and comply with State Assembly Bill 2176 (Montanez, Chapter 879, Statutes of 2004).

31. Security Deposit.

(a) Security Deposit. Upon execution of this Permit (and, with respect to subsequent Festivals, on or before the date that is ninety (90) days before the start of the Festival), Permittee shall deposit with City the sum listed in the Basic Permit Information (the "Security Deposit") to secure Permittee's faithful performance of all terms and conditions of this Permit, including, without limitation, its obligation to surrender the Premises in the condition required by this Permit. Permittee agrees that City may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of City's other rights and remedies hereunder or at law or in equity. City's obligations with respect to the security deposit are solely that of debtor and not trustee. City shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that City is not entitled to retain or apply the security deposit pursuant to this Section 33, City shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for City to confirm Permittee's compliance with the requirements of this Permit.

(b) Performance Bond. In connection with any construction work, Permittee shall deliver to City a valid performance and payment bond before the start of any construction in the sum equal to full construction cost, issued by a surety company acceptable to City in such form as approved by the City Attorney. Permittee shall keep such bonds, at its expense, in full force and effect until all construction has been finally completed and paid for and all liens relating thereto have been released.

32. Prevailing Wages for Theatrical Workers.

Pursuant to San Francisco Administrative Code Section 21.25-3, unless excepted, Contracts, Permits, Franchises, Permits, and Agreements awarded, let, issued or granted by the City and County of San Francisco for the use of property owned by the City and County of San Francisco shall require any Employee engaged in theatrical or technical services related to the presentation of a Show to be paid not less than the Prevailing Rate of Wages. Employees engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Capitalized terms in this section that are not defined in this agreement shall have the meanings provided in Section 21.25-3.

Permittee agrees to comply with and be fully bound by, and to require its Agents and Subcontractors to comply with and be fully bound by, the provisions of Section 21.25-3, including, without limitation, the payment of any penalties for noncompliance and other remedies available to the City. The provisions of Section 21.25-3 are hereby incorporated by reference and made a part of this agreement. Permittee shall cooperate fully with the Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Section 21.25-3, including, without limitation, any investigation of noncompliance by Permittee or its Subcontractors. Permittee agrees that the City may inspect and/or audit any workplace or job site involved in or related to the performance of this agreement, including, without limitation, interviewing Permittee's and any Subcontractor's employees and having immediate access to employee time sheets, payroll records, and paychecks for inspection.

Permittee may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. Contractor acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that Contractor and any Subcontractors shall be bound by and shall fully comply with any such amendments by the Board of Supervisors.

33. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights.

34. Prevailing Wages. With respect to the installation of any facilities or improvements under this Permit, any employee performing services for Permittee shall be paid not less than the highest prevailing rate of wages and that Permittee shall include, in any contract for construction of such improvement work or any alterations on the Premises, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Permittee further agrees that, as to the construction of such improvement work or any alterations on the Premises under this Permit, Permittee shall comply with all the applicable provisions of Section 6.22(E) of the San Francisco Administrative Code (as the same may be amended, supplemented or replaced) that relate to payment of prevailing wages. Permittee shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of the improvement work or any alterations on the Premises.

35. 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.

36. **No Relocation Assistance; Waiver of Claims.** Permittee acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims 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 laws, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Taking.

37. **Amendments.** Neither this Permit nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Permit, but each and every term, covenant and condition of this Permit shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Whenever this Permit requires or permits the giving by City of its consent or approval, the General Manager of the Department shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter. Any amendments or modifications to this Permit, including, without limitation, amendments to or modifications to the exhibits to this Permit, shall be subject to the mutual written agreement of City and Permittee, and City's agreement may be made upon the sole approval of the General Manager of the Department; provided, however, material amendments or modifications to this Permit (i) materially increasing the size of the Premises, (ii) increasing the Term, (iii) decreasing the Rent or charges payable by Permittee, (iv) changing the general use of the Premises, or (v) any other amendment or modification which materially increases the City's liabilities or financial obligations under this Permit shall additionally require the approval of the City's Board of Supervisors.

38. **Sunshine.** In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

39. **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)** 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. **(d)** The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. **(e)** Time is of the essence. **(f)** This Permit shall be governed by California law. **(g)** 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. **(h)** If Permittee consists of more than one person then the obligations of each person shall be joint and several. **(i)** Permittee may not record this Permit or any memorandum hereof. **(j)** 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. **(k)** Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit. **(l)** 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.

40. **Emergency Medical Services Plan.** Permittee is required to download and fill out an Emergency Medical Service Plan (EMS Plan) located on the San Francisco Emergency Medical Services Agency website, www.sanfranciscoems.org, then mail the form to: John F. Brown, MD MPA FACEP, Medical Director, San Francisco EMS Agency, 68 12th Street, Suite 200, San Francisco, CA 94103. The Recreation and Parks Department must receive an approved and stamped copy of the EMS Plan prior to each event.

41. **First Source Hiring Program**

a. **First Source Hiring**

Contractor agrees that it shall work with the San Francisco Workforce Development System in interviewing, recruitment and hiring for available entry level positions so as to provide qualified economically disadvantaged individuals the first opportunity for consideration for employment for entry level positions on the site of the festival. Contractor shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals.

Contractor further agrees to provide appropriate notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to Contractor. These notification requirements will take into consideration any need to protect the employer's proprietary information.

Contractor shall keep appropriate records to confirm contractor's compliance with the first source hiring requirements set forth in this Section.

b. **Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

c. Exceptions

Upon application by Contractor, the First Source Hiring Administration may grant an exception to any or all of the requirements of this Section in any situation where it concludes that compliance would cause economic hardship.

d. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of this Section. For the Purposes of this Section, subcontracts shall not include artist performance agreements. Contractor shall keep records of the issuance of sub-contracts requiring compliance with this Section. Contractor will satisfy its obligations under this Section, as to sub-contractors, by issuance of such contracts and maintaining a record of such contracts.

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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PERMIT, PERMITTEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS PERMIT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS PERMIT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS PERMIT SHALL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS PERMIT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS PERMIT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

PERMITTEE:

Another Planet Entertainment, LLC
a Delaware Limited Liability Company

By: _____
Name: Gregg W Perloff
Title: CEO

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Recreation and Park Department:

By:_____
Philip A. Ginsburg
General Manager

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By:_____
Deputy City Attorney

Commission Resolution No.:_____
Board Resolution No.:_____

Appendix B
Operating and Outreach Requirements

1. Dates and Hours

2009 festival hours and dates to be as follows:

Friday, August 28
Show begins at 1:00 PM and ends no later than 10:00 PM.
Saturday August 29
Show begins at 12:00 noon and ends no later than 10:00 PM
Sunday, August 30
Show begins at 12:00 noon and ends no later than 9:20 PM

Gates open each day up to 2 hours prior to show start time as listed above.

In addition to Festival hours and dates as noted above:

Set Up begins: August 21st at 8:00am
Strike complete: September 2nd at 8:00pm

Festival dates for future years to be mutually determined by presenter and City no later than 30 days after the prior year's Festival. Festival dates to be between June 1 and August 31st of each year.

2. GGP Site Plan and Operations

Presenter and RPD will each designate a Project Manager who will serve as each party's principal authority for all site issues and decisions during set-up and breakdown, Presenter will consult with RPD Project Manager throughout site plan design and development.

Presenter to submit to the City a detailed layout of set-up plans no later than 90 days prior to the event for the City's approval. The plan will specifically address and/or include the following:

- Location of all stages, food and beverage booths, portable toilets, dumpsters, and all other structures.

- Set-up and breakdown times and dates. Set-up and breakdown dates shall be staggered to minimize the amount of time that the premises are closed to the public.

- A plan for the protection of the natural site, including all trees. Presenter shall consult with a licensed, certified arborist for advice on tree root protection, vegetation protection, vehicle paths, vehicular tire requirements and all other aspects of tree and other protection. Presenter and RPD to pre-determine scope of work for the arborist.

- Location and types of barrier fencing and the length of time each area of the park will be closed to regular park users. Fencing shall be configured to allow wildlife to pass through at ground level at various intervals. All fencing materials to be completely removed after event by end of

load out. In the event that fencing is put in place before the premises are closed to the public, the presenter shall document public access points.

- Location of trash receptacles and schedule for pick-up, especially at key entry/exit points to the park.

- A plan for the clean-up of the entire site. Such plan shall include details about operations during the course of each festival day, between festival days and at the end of the festival. Such plan shall be sufficient to ensure that all litter is removed from the premises before the completion of event load-out.

- Designated travel routes through turf areas. All event vehicles will be required to operate only on designated travel routes. Landscape tires (e.g. slicks with low pressure) to be required for all equipment and vehicles operating on turf areas.

- Posting of adequate signage and event staff to direct the public to the correct points of entry to and exit from the event site, so as to prevent the public cutting their own paths through the park landscape, especially along Lincoln and Fulton Streets.

Parking off of roadways and on lawn areas is prohibited, unless otherwise approved by RPD. Presenter shall arrange for immediate towing of said vehicles.

Only screw-in stake systems will be permitted. Limited staking of structures permitted and must be reviewed by RPD Project Manager and Park Section Supervisor. In-ground posts are prohibited in any locations. Anchor bolts are not to be drilled into the concrete, asphalt or lawn areas

All stages must meet ADA specifications and a plan addressing compliance with Disabilities Act requirements.

Tent anchors (sandbags or water barrels) are to be marked and highly visible to the public and designed for easy maneuvering by the sight impaired and wheelchair users. The name of the tenting company must be submitted 30 days prior to event.

Structures, decorations, equipment may not be attached to Department property or vegetation without RPD approval.

One day prior to the first day of set-up for the event, Presenter and RPD Project Manager shall conduct a walk-through of the site and determine the condition of the site. The same representatives shall conduct a second walk-through immediately following the event load-out to determine if there has been damage caused by the event. If requested by RPD, Presenter shall promptly, at its sole cost and expense, repair any and all damage to the site.

Presenter to be liable for any damage caused by event, including restoration costs, to plants, trees, lawns, landscaping, sprinkler heads, irrigation lines and other park structures and infrastructure.

Portable toilet requirements: no less than 100, of which 14 must meet ADA specifications

Maximum paid attendance per day for the total, festival at all event sites combined cannot exceed 60,000, unless otherwise approved by RPD.

RPD staff to have access to fenced areas for normal business during set up and break down.

All RPD labor costs specifically related to the event to be borne by Presenter. RPD and Presenter to determine appropriate levels of service to be provided by the department and the cost for these services not less than 30 days prior to the event. RPD will attempt to negotiate costs for these services for the term of Presenter's agreement with RPD.

3. Transportation and Parking

Presenter to submit to the City a detailed Transportation Management Plan addressing traffic flow for arrival and exit, including confirmation of specific MUNI, DPT and SFPD resources necessary to support the plan, no later than 60 days prior to the event for the City's approval. The plan will specifically address and/or include the following:

- A parking enforcement plan, including the strict enforcement of parking regulations in the neighborhoods with temporary posted signs and availability of tow trucks.
- If feasible, coordination with local parking lots; and shuttle transportation from those lots to the concert site. Directional signage to parking lots away from the adjacent neighborhoods.
- A detailed plan for transportation including public buses/streetcars and private shuttles that can handle the anticipated number of concert goers, including coordinating extra coaches with Muni along existing routes and/or dedicated special service. Muni service will depend on availability of coaches and Muni personnel .
- If feasible, designated taxi stands and outreach/coordination with taxi companies.
- Promotion of transit, including web-links for Bay Area transportation networks. Provide email updates to attendees for transportation information.
- Provision and promotion of bike use and bike valet parking.

4. Sound and Sound Mitigation

Sound will end Friday and Saturday evening at 10:00 PM and at 9:20 PM on Sunday.

There will be no amplified music permitted prior to opening of gates on any day of event, except for agreed upon limited sound checks one day prior to the concert and for line checks prior to opening of gates. Hours for sound checks will be limited to noon to 5pm the day prior to the concert; and line checks will not commence prior to 10am on the days of the concert.

Presenter will make commercially reasonable best efforts to limit sound to the close environs of the concert grounds.

Sound levels must be monitored by RPD and records kept, both within the Park and in the neighborhood at locations agreed to by RPD and Presenter, in consultation with the neighborhood. Sound levels will be monitored/measured by an independent sound consultant who is selected by RPD, in consultation with Presenter. The sound consultant will report to RPD. The scope of work for the sound consultant will be jointly determined by RPD and Presenter. The sound consultant will be paid for by Presenter. Sound level measurements from the 2009 concert will be used to set goals for future year's festivals.

5. Security

The Presenter will submit a detailed Security Plan, including any request for Park Patrol presence, no later than 60 days prior to the concert.

Reasonable and customary SF Police Officers and Park Patrol officers needed for the event will be at the full cost of Presenter.

Presenter will meet with Richmond Station police and Park Patrol personnel to determine necessary number of SFPD and Park Patrol officers to staff event.

Overnight security must be provided from first day of load-in to last day of load-out. Dates to be determined each year.

6. Outreach

Presenter and the City to jointly develop an Outreach Plan no later than 90 days prior to the event. The plan shall include:

- Dates and times for all public meetings (general public meetings and meetings with major neighborhood groups) to be held in the Richmond District and the Sunset District. These meetings should take place between 60 and 90 days prior to the event. Presenter and the City will jointly promote the event outreach through notification of interested community groups, working with the appropriate Board of Supervisor's office, and general mailings.

- Appropriate notice of park and road closures to surrounding neighborhoods in advance of event.

- Establishment of 311 and/or a Presenter sponsored telephone hotline to be the primary response system.

- Newspaper ads, direct mailings and e-mailings, and community meetings before the event, including a time schedule for each.

- Pre-event, direct mail notification of pertinent information to all residences bordering the park from Stanyan Street to the Great Highway, and from Lawton Street to Geary Boulevard, including a time schedule for mailing.

- Detailed description of the marketing/communication plan informing ticket holders of transit-first options and any park road closures.

7. Sustainability

Presenter is required to present a plan for implementation of environmentally sustainable practices and programs to help make the event as green as possible, including a composting and recycling plan at commencement of lease. Plan to be presented to the City no later than 90 days prior to the event for approval.

Presenter is required to comply with the Food Service Waste Reduction Ordinance which, in part, "prohibits the use of polystyrene foam disposable food service ware and requires the use of recyclable or compostable food service ware by restaurants, retail food vendors, City departments and the City's contractors and lessees." Presenter is required to comply with this ordinance.

8. Inter-Agency Cooperation

RPD will ask the Mayor's Office to designate a Project Manager who will serve as the City's principal authority for all inter-agency operations. Presenter and RPD will consult with the Mayor's Office Project Manager throughout the planning for the event.

RPD staff and the Mayor's Office Project Manager will convene meetings with the Presenter and relevant City agencies (MTA, Police, DPT) to determine appropriate levels of service to be provided by these agencies for the event and the cost for these services. These costs will be borne by Presenter. RPD and Mayor's Office will attempt to negotiate costs for these services for the term of Presenter's agreement with RPD.

RPD to have first right of refusal for work to be completed by City agencies, where RPD has the capacity and capability to perform these services.

9. General Provisions

Where feasible, all advertising and publicity for the event will include the subtitle: "A portion of the proceeds to Benefit San Francisco Parks"

Presenter is required to abide by the San Francisco Recreation and Park Code (http://www.parks.sfgov.org) and all other applicable City codes that are current at the time of the concert.

Smoking is prohibited on any unenclosed area of property in the City and County of San Francisco that is open to the public and under the jurisdiction of the Recreation and Park Commission or any other property used for recreational purposes. (Article 191: Prohibiting Smoking in City Park and Recreational Areas).

The sale of tobacco products or any advertising of tobacco products is not permitted on San Francisco Recreation and Park Department property.

Sponsorships may not involve tobacco or firearms.

Alcohol sales will be cut off one hour prior to the end of each event day -- 9:00 PM on Friday and Saturday evening, 8:20 PM on Sunday evening.

All usual RPD permit requirements for emergency medical plan, Health Code, concessions, fire, sanitation, recycling, refuse collection, road closure requests. RPD to provide a plumber to address and fix any sprinkler irrigation incidents that occur. Any actual damages may be billed.

RPD to work with DPW to provide a minimum of 100 street banner locations to APE at least one month prior to the concert.

Presenter and RPD to annually review these operating and outreach requirements within 60 days after the concert and make appropriate changes and adjustments for implementation for the following year's Festival. Public input shall be solicited in this time frame and responded to.

All Cashier or Company checks are made payable to the San Francisco Recreation and Park Department and delivered to Rich Hillis, McLaren Lodge, 501 Stanyan Street, San Francisco, CA 94117

Exhibit A

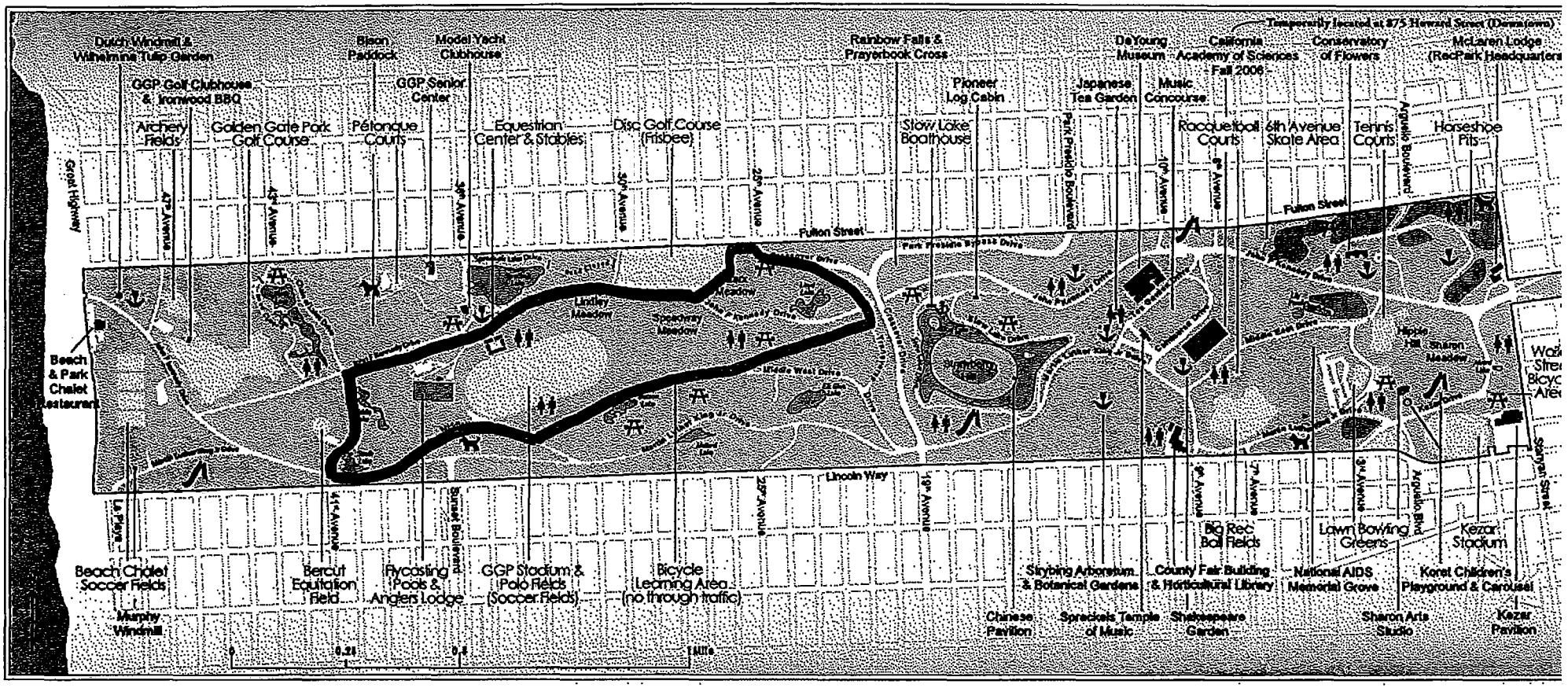
Dutch Windmill & Wilhelmina Tulip Garden
GGP Golf Clubhouse & Ironwood BBQ
Archery Fields
Golden Gate Park Golf Course
Bison Paddock
Model Yacht Clubhouse
GGP Senior Center
Pétanque Courts
Equestrian Center & Stables
Disc Golf Course (Frisbee)
Rainbow Falls & Prayerbook Cross
Pioneer Log Cabin
Slow Lake Boathouse
Japanese Tea Garden
De Young Museum
Music Concourse
California Academy of Sciences Fall 2008
Racquetball Courts
6th Avenue Skate Area
Conservatory of Flowers
Tennis Courts
Horseshoe Pits
McLaren Lodge (RecPark Headquarters)
Great Highway
47th Avenue
43rd Avenue
36th Avenue
30th Avenue
25th Avenue
Fulton Street
Park Presidio Boulevard
10th Avenue
8th Avenue
Arguello Boulevard
Beach & Park Chalet Restaurant
Lindley Meadow
Spreckels Lake
Middle West Drive
Lincoln Way
19th Avenue
25th Avenue
8th Avenue
7th Avenue
3rd Avenue
Arguello Blvd
La Playa
41st Avenue
Sunset Boulevard
Beach Chalet Soccer Fields
Murphy Windmill
Bercut Equitation Field
Flycasting Pools & Anglers Lodge
GGP Stadium & Polo Fields (Soccer Fields)
Bicycle Learning Area (no through traffic)
Strybing Arboretum & Botanical Gardens
Chinese Pavilion
Spreckels Temple of Music
County Fair Building & Horticultural Library
Shakespeare Garden
Big Rec Ball Fields
Lawn Bowling Greens
National AIDS Memorial Grove
Sharon Arts Studio
Kezar Stadium
Koret Children's Playground & Carousel
Kezar Pavilion
0
0.25
0.5
1 Mile

Exhibit C

City and County of San Francisco
Recreation and Park Department
Permits and Reservations

McLaren Lodge in Golden Gate Park
501 Stanyan Street, San Francisco, CA 94117
TEL: 415.831.5500 FAX: 415.831.5522 WEB: http://parks.sfgov.org

General Special Event Requirements-Golden Gate Park:

ADA Compliance: Permittee must comply with all applicable provisions of the California and San Francisco Building Codes, the ADA and any other applicable disability access requirements. All sites will handle Special Needs and will be so marked. ADA Forms must be filled out, signed and returned to the Permits and Reservations office to finalize the permit process.

Stages, Tents and Booths: Final approval of written, detailed information pertaining to the installation and anchoring of all structures must be approved by Steve Castille, Area Supervisor, Park Division at (415) 753-7180 or Roger Revel, the head grounds keeper at (415) 467-2886 with the following stipulations:

1. All structures are to be **freestanding**
2. Anchor bolts are NOT to be drilled into the concrete, asphalt or lawn areas.
3. Tent anchors **(stakes, sandbags or water barrels)** are to be marked and highly visible to the public and designed for easy maneuvering by the sight impaired and wheelchair users.
4. The name of the tenting company must be submitted.
5. Structures, decorations, equipment, etc. may NOT be attached to Department Property (i.e: garbage cans, benches, trees, etc.)
6. Flooring will be placed at the food and beverage service and preparation areas on the field.
7. All stages, tents and booths erected on San Francisco and Park Department property must meet A.D.A. specifications, i.e. ramps, wheelchair lifts.

Vehicles: No vehicles may drive on pathways or on the grass without the specific approval of a gardener or supervisor.

Banners, posters, flyers, etc. must not be attached to Recreation and Park Property (i.e. garbage cans, benches, trees or others) and MUST be removed from the facilities at the end of event

Security for Overnight Set Up: Permittee must provide overnight security at all sites from setup through clean up and breakdown.

Portable Toilets: Permittee will be providing **portable toilets based on attendance of which certain minimum amounts must meet A.D.A. specifications,**

The services of parking control officers are required to provide for the enforcement of parking on the periphery, in the immediate community and on adjacent streets of all events drawing 5,000 or more participants. You must contact Ms. Debbie Borthne, Assistant Director of Special Events, San Francisco Department of Parking and Traffic, 850 Bryant Street, Room 154, San Francisco CA 94103, at (415) 553-1620, regarding the assignment of the officers and any additional requirements of the Department of Parking and Traffic.

Tobaco Products; Smoking: The sale of tobacco products or advertising is not permitted on San Francisco Recreation and Park Department Property.

SMOKING IS PROHIBITED ON ANY UNENCLOSED AREA OF PROPERTY IN THE CITY AND COUNTY OF SAN FRANICISCO THAT IS OPEN TO THE PUBLIC AND UNDER THE JURISDICTION OF THE RECREATION AND PARK COMMISSION OR ANY OTHER PROPERTY USED FOR RECREATIONAL PURPOSES. (Article 19I: Prohibiting Smoking in City Park and Recreational Areas)

Resource conservation, recycling and composting requirements. California State bill, AB2176 and San Francisco's 75% Landfill Diversion Resolution require all operators of large event to develop a plan that would achieve high rates for solid waste reduction, reuse and recycling. Any events that will host more than 500 people must submit the following to Recreation and Parks Permit Office:

- A recycling and waste reduction plan. A plan can be but is not limited to a map of recycling stations at the proposed event and a written description of how you plan to maximize recycling.
- Proof of recycling service. Contact Sunset Scavenger at (415) 330-1300 or Golden Gate Disposal at (415) 626-4000 to order containers and hauling services.
- Certificate of completion of a recycling workshop or hire an approved recycling crew. To schedule a time to attend the workshop or find out more about approved recycling crews, please contact Julie Bryant, City Government Recycling Associate at (415) 355-3726.

Use of Recyclable and Compostable Food Service Ware. San Francisco's Food Service Waste Reduction Ordinance, Chapter 16 of SF Environment code, "Prohibits the use of polystyrene foam disposable food service ware and requires the use of recyclable or compostable food service ware." For a list of compostable and recyclable food service ware distributors please visit www.sfenvironment.org or call (415) 355-3700.

Evaluation and Compliance. Events will be monitored for compliance with aforementioned recycling requirements. If permittee is found to have violated these requirements, SF Recreation and Parks will consider this grounds for withholding of performance bond and increasing performance bond the following year.

Oil and Food Leftovers: All leftovers (oil, food, etc.) must be hauled away. NO LEFTOVERS ARE TO BE POURED DOWN GUTTERS OR STORM DRAINS. STEAMED WATER IS NOT TO BE POURED ON THE LAWN OR IN THE BUSHES.

Damage: Permittee Group will be liable for any damages to plants, trees, lawns, landscaping, sprinkler heads, and irrigation line. All clean up and lawn repairs must be completed at the end of the event to the satisfaction of the park supervisor. If the conditions are not met, the park staff will perform the work and permittee has agreed to pay for all damages, supplies, materials and labor.

Permits Required:

Alcoholic Beverage Requirements: This correspondence must be presented to the **ABC at 71 Stevenson St., Suite 1500, (415) 356-6500**, for the required alcoholic beverage permit. Alcoholic beverages may not be sold to anyone under 21 years of age. No glass containers or cans may be used for consuming alcoholic beverages. The following conditions must be met:

a. Alcohol must be sold and consumed in a contained area approved by the Police Captain from Richmond Station. PERMITTEE WILL PROVIDE SIGNAGE AS WELL AS SECURITY PARTROL TO ENFORCE THIS.
b. The premises must be fenced to control entrance and exit at all sites.
c. Anyone under 35 must show I.D. to purchase ticket or obtain alcohol. **I.D. must be shown to verify age and a stamp or bracelet will be issued to identify those 21 years of age or older.**
c. **NO** alcoholic beverages will be sold in glass bottles.
d. Alcoholic beverage sales will stop **at "designated time" or an hour prior to the end of each concert at each site.**
e. Customers are **not** to leave the entertainment area, carrying alcoholic beverages.
f. Permittee will post signs stating its right to refuse service to anyone.
g. Permittee will have all bags searched by security monitors before allowing entry into the festival area.
i. Captain of the Richmond Station SFPD (415) 666-8000 will have final approval of
1) All security and security plans for the event.
2) The hiring of extra police officers to monitor the premises at full cost recovery to the City.
h. Captain or representative of Richmond Police Station will have the final decision to cease all sales of alcoholic beverages, if it becomes necessary at anytime during the event.

Emergency Medical Services Plan: Permittee is required to download and fill out an Emergency Medical Service Plan (EMS Plan) located on the San Francisco Emergency Medical Services Agency website, www.sanfranciscoems.org then mail to: John F. Brown, MD MPA FACEP, Medical Director, San Francisco EMS Agency, 68 – 12th Street, Suite 200, SF CA, 94103. Permits & Reservations must receive a copy of the approved and stamped EMS Plan prior to the event.

Environmental Management Plan: Permittee must contact Ajamu Stewart, Special Events Programming of the Bureau of Environmental Management, 1390 Market Street, Suite 210, San Francisco, CA 94102, (415) 252-3828, to obtain the necessary health permits.

Fire Department Approval: Permittee must contact San Francisco Fire Department Permit Bureau, at (415) 558-3303, for the appropriate fire, evacuation and tent permit(s).

Inflatables: If inflatables are to be displayed at your event, a description of the inflatable must be submitted to the San Francisco Recreation and Park Department for approval and if approved, a permit must be secured from the San Francisco Police Department Permit Bureau, at the Hall of Justice, 850 Bryant Street, Room 458 - 4th Floor, San Francisco, CA 94103.

Discrimination: The San Francisco Recreation and Park Department prohibits discrimination on the basis of race, religion, color, national origin, age, sex, sexual orientation, or disability in its programs and activities. If persons feel they have been discriminated against in any department activity, program or facility, they may file a complaint with this Department at McLaren Lodge, Fell and Stanyan Streets, Golden Gate Park, San Francisco, CA 94117, or with The Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

Evidence of Insurance: You will be required to obtain the minimum liability insurance policy covering the event and naming the City and County of San Francisco and the San Francisco Recreation and Park Department as additionally insured for your event.

Polo Field Stipulations for Large Events:

1. **The existing public bathrooms will be locked on "beginning date", until "ending date", to avoid overflow and congestion. The Polo Fields bathroom may remain open provided that the location is fully staffed to avoid overflow and congestion.**
2. The stages and tents will be set up at the Polo Field. **Flooring must be placed under any tented area serving food on the Polo Field turf.**
3. Event Staff will work with the Polo Field staff to ensure cohesive logistics and protection of their area.
4. A public address system will be used for crowd control, master of ceremonies, emergency announcements, lost and found information and entertainment.
5. **Permittee must contact Roger Revel, Grounds Keeper at (415) 467-2886 regarding the placement and set up of the fencing and all equipment.**

North Tunnel at Polo Fields: North Tunnel Bridge at Polo Fields has many stress fractures along the walls and on the roof. It is imperative that trucks DO NOT DRIVE OR REST OVER THE TUNNEL and should stay clear approximately 20 feet on either side of the tunnel. Small motor carts should be used to carry equipment on to the field.