

YERBA BUENA GARDENS
CONSERVANCY



Event Guide

JULY 1, 2023 – JUNE 30, 2024

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Yerba Buena Gardens is 87 acres in San Francisco's South of Market district – a vibrant cultural community and downtown destination. With a mix of open green spaces, museums and cultural facilities, playgrounds, small businesses, and the second largest convention center in the state, Yerba Buena Gardens is both the cultural hub of San Francisco and a destination for business travelers.

An award-winning rooftop garden, the Gardens offers city residents and visitors a respite amid the hardscape of downtown – with public gardens alongside the energy and bustle of dozens of museums and galleries.

Availability permitting, a variety of spaces within Yerba Buena Gardens are available for rental events. The following guidelines offer a framework for how to host a successful event on site. The most challenging part may be deciding which plaza, walkway, lawn, or architecturally significant facility to choose.

All rentals in the Gardens support the non-profit organizations that provide excellent, outdoor, free-to-the-public programs, as well as ongoing Gardens cleaning, safety, beautification, and long-term capital improvements.

EVENT GUIDELINES



Yerba Buena Gardens includes both public (cultural facilities, performance and recreational venues, and significant amounts of public open space) and private use (commercial retail properties) spaces and structures in a landscaped, picturesque setting. Combined integrally with the Moscone Convention Center, Yerba Buena Gardens is a unique, beloved oasis for City residents and visitors.

Yerba Buena Gardens Conservancy (YBGC) was created to sustain the integrity and interconnectedness of Yerba Buena Gardens on behalf of the City and County of San Francisco. YBGC operates and maintains the Gardens as a vibrant and accessible public space in the heart of downtown. YBGC is the permit authority for the Gardens, and must review, approve, and provide permits for all activities that occur on Gardens property.

Events within the Gardens must be carefully planned and executed to achieve maximum public benefit, and to minimize potential negative impacts to the property and to the public's use. On behalf of YBGC, events are facilitated and managed by

Yerba Buena Arts & Events (YBA&E), an independent non-profit performing arts presenting organization dedicated to enhancing the vitality and quality of life in the open spaces of the Gardens.

YBGC **welcomes events and activities** including, but not limited to: performances featuring the work of music, theater, and literary artists; runs; celebrations and festivals; receptions; picnics; film shoots and ceremonies; placemaking activities; community, civic San Francisco, and other public events; “non-performing” art activations (ie: large/small art installations); holiday events; markets; reoccurring work out classes; Gardens history tours, lectures, and/or other outdoor education/classroom activities; and any activities of the general public that requirement a permit under the Park Code. Spaces within Yerba Buena Gardens are also available for private and corporate events.

Yerba Buena Gardens is governed by **San Francisco Park Code**, and the following guidelines have been customized to fit events hosted within the property. San Francisco Park Code, Article 7 Permits, attached herein.

PERMITS

YBGC is the permit authority for the Gardens and must review, approve, and provide permits for all activities that occur on Gardens property. YBGC provides a permit to a person, association, organization, or corporation (“Permittee” or “Event Client”) to grant official authorization for specific use of a Yerba Buena Gardens location. This permitting process is intended to ensure as many people and groups as possible can use and enjoy the Gardens in a safe manner, while protecting and maintaining the property.

Required Permit Documentation

Event Applicant to provide YBGC’s event agent, YBA&E, with the following items at least 30 days before event; 72 hours for commercial shoots:

- Event and Permit Applications with event details including:
 - » dates, start and end time, load-in and load-out plan (time, transport equipment, locations), event description, list of equipment/FFE, event partners, etc.
- Event Plan, Layout, and Map(s).
- Gardens Access Plan (hedging, barricading, wayfinding signage, ADA access plans, etc.).
- Event Production Schedule (include load-in, production, event, and load-out schedules).
- Event Staffing Plan.
- Required Health and Fire Permits.
 - » San Francisco Department of Public Health permit required for all commercial catering and/or food related events.
 - » San Francisco Fire Department operational permit required for all events with lighting, open flame, and/or heaters inside tents.
 - » Covid-19 event protocol plan presented, as appropriate when required by San Francisco Department of Public Health.
- Insurance Certificate.
 - » See detailed insurance requirements outlined herein.

Assessed event fees are determined on a case-by-case basis following the Yerba Buena Gardens Event Fee Structure. Fees include but are not limited to:

- **Venue Fees:** venue rental fees which directly support the seasonal free arts programming curated by YBA&E.
- **Impact Permit Fees:** 100% of fees directly support the maintenance and care of the Gardens landscaping, facilities, public spaces, and amenities.
- **Service Fees:** fees to cover additional property services and/or event labor.
- **Branding Impact Fee:** fees based on impact to the Gardens and public which are determined by location, size, quantity of signs, and logos or messaging.
- **Yerba Buena and SoMa Preferred Catering Requirement:** as part of the Conservancy’s commitment to supporting our area’s economic recovery, event clients are encouraged to utilize caterers/restaurants located within the Yerba Buena and SoMa neighborhoods. Event clients that use caterers/restaurants outside these boundaries will be assessed a Catering Impact Fee, equal to 10% of the gross food and beverage catering sales.
- **Payment** of all fees is required prior to the first day of load in. YBGC and YBA&E accept checks, ACH, and bank or wire transfers. Credit cards are not accepted.



Event Location

YBA&E will work with the Event Applicant to identify the optimal Gardens location(s) to host the event. Considerations:

- Locations that impose the least impact to the property and to the public, and allow the public to see, hear, and enjoy the events.
- Maintain public access to as many areas within the Gardens as possible; and
- Daytime events that close significant portions of the Gardens for private use will be limited.
 - » Privatization of the Lawn/Esplanade, Terrace, East Garden, and/or Loggia are permitted with a Privatization Impact Fee. (See Privatization details in Other Gardens Events Policies and Procedures).

Permits cannot be issued under the following circumstances

The proposed activity is prohibited by law.

The applicant refuses or fails to comply with procedures and/or conditions established by YBGC that are reasonably imposed on approval of the permit to ensure that the comfort, convenience, safety, and welfare of the public are not disturbed, and the property is not damaged.

The applicant refuses or fails to provide insurance as required to do so by YBGC.

The applicant fails to obtain necessary approvals, permits, or licenses from other governmental departments or agencies.

YBGC has cause to conclude that the applicant or any person or persons participating in the proposed activity will cause physical injury to any person or substantial damage to Gardens property or would unduly disturb adjacent neighbors.

An event encroaches on a Gardens partner organization and its business operations and/or its events.

A prior application for the same space and time has been permitted.

The activity is not allowed in public parks, or includes skateboarding, roller blading, animal acts, petting zoos, carnival rides, hot air balloons, and helicopter landings.

The application contains misrepresentation of material fact.

The applicant refuses or fails to pay a permit fee or reimbursable expense, or both.

Permit Conditions

Permits may impose reasonable Conditions to allow:

- The comfort, convenience, safety, and welfare of the public is not disturbed.
- Permit-holders an opportunity to fully exercise the rights conferred upon them by the permit without unreasonably interfering with the rights of other members of the public to use the Gardens and adjacent areas, or to engage in First Amendment activities.
- To ensure that the property is not damaged.

Private and corporate YBA&E Event Clients are always guided to leave substantial spaces open to the public. A client may request a “non-activation buyout” which reserves a specific Gardens location so no other client may use the location, but it allows continuing public access to that specific location.

With payment of a deposit, an “advance courtesy hold” may be placed on a specific Gardens area. Note, a reservation of a specific Gardens location is not confirmed until a contract is executed.

The YBGC Event Permit is issued once the contract is executed and all are paid.

GARDENS EVENT EXPENSES & FEES



Event planning and execution requires the participation and support of YBGC and YBA&E to ensure the Gardens are maintained and protected. YBGC and/or YBA&E, at their sole discretion, may require an Event Client to hire additional support staff. Additional event staffing to be provided by Event Client. Fees for additional event staffing, and other event needs as defined below, will be assessed and charged to the Event Client once all event applications, supporting documentation, and pre-event requirements are shared with YBA&E, and a preliminary walkthrough is completed.

All event plans must be approved by YBGC and YBA&E prior to the start of the event.

Engineering

Provided by Event Client.

As needed based on event activities.

- Required for all large event pre-planning, as well as property utility connections that require direct water and/or power connection. For all other water and power connections, see below.

YBGC Engineers are required to facilitate the power connection to property power at the East Monument and the Dr. Martin Luther King, Jr. Memorial and Fountain and light poles throughout.

YBGC Engineers support requires a two-hour minimum.

Security

Provided by the Event Client.

As needed based on event activities.

For events with 1 to 999 attendees/participants - one (1) Security Guard is required.

For events 1,000+ attendees - two (2) Security Guards are required.

Events above 2,500 attendees/participants require a written staffing plan provided by the Event Client to YBA&E and approved by YBGC at least two (2) weeks prior to the event. Plan must include:

- Roles and responsibilities.
- Staffing schedules with list of all guard names, titles, phone #, guard card # (all Event Client provided Security guards must be licensed and have an active guard card).
- Event site map.
- Guard post order.
- Event Security Manager/Supervisor contact(s).
- YBGC Services Manager (SM) required to be the liaison between the property and Event Client's Security Manager, and paid for by the Event Client. The SM will roam the Gardens surrounding event areas to ensure the safety of the public and property. Four-hour minimum required.

All event Security pre-production, planning, and walkthroughs will be billed to Event Client.

SFPD 10B Officers:

- Provided by the Event Client.
- Events of 2,500 attendees/participants and above require the support of a 10B Officer.
- As needed based on event activities.
- YBGC and/or YB&AE may at their discretion require the Event Client to hire SFPD 10B Officers.

Janitorial

Provided by YBGC's vendor.

As needed based on event activities.

Four-hour minimum required.

Event Clients have the option to provide cleaning and trash removal by their staff and/or volunteers to bring the event locations back to their original conditions prior to the start of the event. A cleaning deposit will be assessed and charged on a case-by-case basis.

For events with 1 to 500 attendees/participants - one (1) Janitor is required.

For every additional 500 attendees, one (1) additional Janitor is required per group of 500 attendees.

Events above 2,500 attendees/participants require one (1) Janitorial Foreman, in addition to the required Janitor count above, as well as a written janitorial plan provided by the Event Client to YBA&E and approved by YBGC at least two weeks prior to the event. Plan must include:

- Roles & Responsibilities.
- Event site map showing Janitorial routes.
- Event Janitorial Foreman/Supervisor contact(s).
- YBGC Services Manager (SM) required to be the liaison between the property and Event Client's Security Manager, and paid for by the Event Client. The SM will roam the Gardens surrounding event areas to ensure the safety of the public and property. Four-hour minimum required.

Pressure Washing

Provided by YBGC.

As needed based on event activities.

Four-hour minimum required.

All Gardens locations are pressure washed once a week. Should an Event Client desire pre-event pressure washing, it must be requested in advance.

Pressure washing required for all food related events.

Landscape Restoration

Landscape restoration will be assessed on a case-by-case basis.

Landscape restoration (raking, aeration, fertilization, watering, sod and/or plant replacement, etc.) will be conducted post-event according to the nature, scope, and potential physical impact of the event. For all events with 500+ attendees/participants, Landscape Restoration service charges will automatically be applied.

Waste Management & Sorting

As needed based on event activities.

Required for all medium and large food related events.

Waste Busters (YBGC's vendor) and Green Mary are approved event location Zero Waste Facilitators.

On a case-by-case basis, YBGC and/or YBA&E will require the support of Waste Busters for end waste-stream sorting in Gardens loading dock. Four-hour minimum required.

The Gardens loading dock can accommodate up to one (1) additional waste dumpster, not to exceed 20 cubic yards.

Event Fees

Assessed event fees are determined on a case-by-case basis following the Yerba Buena Gardens Event Fee Structure.

Post-Event Cleaning and/or Repair:

Event Client is required to conduct a post-event final walk through with YBA&E of all event locations to inspect property conditions and damage.

Event Client is required to ensure event locations are cleaned immediately after the conclusion of the event, and that all event locations are restored to the same condition that existed prior to the event.

Should damage to the Gardens result from event activities including but not limited to those listed herein, repairs will be billed to the Event Client at a rate of cost plus 25%, or 15% for Non-Profit events.

OTHER GARDENS EVENT POLICIES & PROCEDURES

As-Is Condition

Yerba Buena Gardens is provided in as-is condition. The Gardens is 30+ years old and does have deferred maintenance. Should an Event Client desire additional cleaning or repairs prior to an event, all cleaning and repairs will be billed back to the Event Client.

Public Access

All Gardens Entrances have been designed for pedestrian access.

If a Gardens Entrance is requested to be blocked, the Event Client must provide an alternate Gardens access route. Route to be approved by YBGC and YBA&E.

Event Client is required to provide a Gardens Access Plan, which includes barricading and/or hedging, wayfinding signage, and ADA plans as outlined below.

Public Artwork

Events cannot obstruct the public view and enjoyment of any Gardens permanent public artwork, including the Dr. Martin Luther King, Jr. Memorial and Fountain and adjacent walls.

Signage or projections of any kind are prohibited on all Gardens public artwork

Privatization

Privatization is defined as closing off a Gardens location from use by the public. Should an Event Client desire the Lawn/Esplanade, East Garden, Terrace, and/or Loggia to be privatized, a Privatization fee will apply. Privatization of the Loggia requires a direct buyout contract and corresponding fees with each Gardens Café (B Restaurant + Bar and Joyride Pizza).

Public Safety:

The Permittee and Event Client are required to ensure the safety and security of the public and event attendees during event operations. To accomplish this, the Event Client must create a public safety plan if/when using barricades, hedges, stanchions, etc. to protect the public from injury and/or harm during: load-ins and load-outs, set-up and break-down, equipment builds, electric wiring and/or cabling, and provide a clear path of travel around the event location.

A successful public safety plan must be developed to safely guide the public around the event to other Gardens locations. At any time when the event blocks the normal path of travel, additional wayfinding signage and barricading, hedging, or stanchions are required. The plan must be approved prior to the event by YBGC and YBA&E.

If using barricades, when moving them, they must be lifted and moved. Barricades must not be pushed or dragged across landscaping or hardscapes; this will cause damage to the Gardens. Any damage to the property because of the use of barricades will be billed to the Event Client.

Use of caution tape is prohibited.

Wayfinding Signage

Signage is encouraged for medium and large-scale events. When large tents or other structures are being installed in the Gardens and access to regular routes is temporarily blocked, wayfinding signs are required to guide the public to other Gardens locations.

Signage should be placed at all entrances and ADA accessible ramps when these areas are blocked.

YBGC and/or YBA&E may advise on signage design, size, quantity, and location based on event layout. Signage must be approved by YBGC and YBA&E prior to the event.

The standard ADA sign program includes 24"x36" posters, and should include:

- Directional arrow.
- The blue and white international symbol for ADA accessibility, when applicable.
- Text that indicates the path of travel and Gardens amenities available to the public on the other side of the event area.
- The Yerba Buena Gardens Conservancy logo at 15% of total size of sign.

Event ambassadors: In addition to wayfinding signage, large scale event clients must provide event ambassadors / staff to assist event attendees and the public find their way around the event areas. The event ambassadors must be well versed on Gardens amenities, surrounding streets, and neighborhood businesses.

ADA Accessibility

Event Client is responsible to ensure ADA signage exists for event layout. YBA&E will provide ADA signs to existing pathways. If an event requires additional signage, the event client will provide the additional signage.

ADA accessibility plan is required for all events closing areas to the Gardens that would otherwise be accessible to the public. This plan should implement the signage requirements stated above. Where event needs require a specific area or path to be temporarily obstructed during load-in, set-up, event days, break-down, and load-out, an alternate safe route must be provided along with signs alerting the public of the detour and staff assisting blind and/or mobility impaired individuals.

- Accessible route must be at least 48" wide from the edge of the event area to the opposite path edge. Path must be kept open, clean, and clear of any obstructions.

Public Restrooms

There are two sets of public restrooms:

- **Central Block 2**, located in the south half of the East Walkway, adjacent to YBCA.
 - » Two separate restrooms:
 - › North side – 9 stalls and 5 sinks.
 - › South side – 4 stalls, 5 urinals, and 5 sinks.
 - » Open Daily 10a-4p.
 - » Event use of the restroom requires:
 - › One dedicated restroom Janitor.
 - › Labor and supply costs to be billed to the Event Client.
 - › Cannot be privatized for event use only, must remain accessible to the public when open.
- **Central Block 3**, located adjacent to the Bowling Center.
 - » Two separate unisex restrooms.
 - » Open Daily 9a-6p.

» Event use of the restroom requires:

- › One dedicated restroom Janitor.
- › Labor and supply costs to be billed to the Event Client.
- › Cannot be privatized for event use only, must remain accessible to the public when open.

- **Portable restroom trailers:**

- » Portable restroom trailers will be permitted on a case-by-case basis, in the South Mission Street White Zone (761 Mission Street) or adjacent to the Central Block 2 public restrooms in the East Walkway.

Green Room

A reservation is possible if availability permits.

The Green Room is approximately: 23' 11"W x 25' 8"L

Max Occupancy: 55

- With tables and chairs: 25

The Green Room is equipped with two separate restrooms, two separate dressing rooms with showers, and a first aid kit.

The room can be accessed via the Dr. Martin Luther King, Jr. Memorial and Fountain and from the East Walkway.

The room requires one dedicated Janitor to clean before, during, and after the event.

To access the Green Room, an Event Client may check out a key from the Conservancy's security office. The Event Client must provide a valid driver's license or ID to obtain a key. The key must be returned to the Conservancy's security office at the conclusion of each event day. If a key is lost or stolen, a replacement cost will be charged to the Event Client.

Green Room user acknowledges that the Yerba Buena Gardens Conservancy, Yerba Buena Arts & Events, Yerba Buena Gardens Festival, and the City and County of San Francisco are not responsible for any lost, stolen, or damaged personal property. Security of Green Room User's personal property is the sole responsibility of the Green Room user.

Community Room

This on-site gathering space can be made available for community use. Non-community use is extremely limited.

A reservation is possible if availability permits.

The room is approximately: 21' 8"W x 23' 9"L

Max Occupancy: 40

The room is equipped with:

- Wi-Fi
- Two separate gender inclusive restrooms and a first aid kit
- AV set up for meeting capabilities
- Mobile tables and chairs
- Small waste receptacles

The room requires one dedicated Janitor to clean post event.

Community Room User acknowledges that the Yerba Buena Gardens Conservancy, Yerba Buena Arts & Events, Yerba Buena Gardens Festival, and the City and County of San Francisco are not responsible for any lost, stolen, or damaged personal property. Security of the Community Room User's personal property is the sole responsibility of the Community Room User.

Elevators

Elevators are primarily for passengers but can be used for light-weight transport of goods. See vehicle provisions above.

- **West Elevator:** located between the YBA&E office and Joyride Pizza, accessible from Terrace or Howard St. levels. Weight capacity: 2,500lbs
- **East Elevator:** located adjacent to the YBCA Theater, accessible from Terrace or Howard St. levels. Weight capacity: 2,500lbs
- **Folsom Elevator:** located adjacent to the Yerba Buena Ice Skating Center, accessible from the Gardens Level, Ice Rink Terrace, and Folsom Street levels. Weight capacity: 4,000lbs

Note: Event Clients are asked NOT to hold or prop the elevator doors open as this will cause the elevator to shut down.

Should an elevator be shut down or damaged due to event load-ins and load-outs, the KONE Elevator service call and elevator repairs will be billed back to the Event Client.



Gardens Bridge

The Gardens Bridge is the main public access thoroughfare between Central Block 2 and Central Block 3, and must remain open at all times. Limited bridge access may be permitted on a case-by-case basis.

Load In & Load Out

Gardens Load In and Load Out access points are:

- **Central Block 2:**
 - » Mission Street Staircase
 - » Mission Street & West Walkway
 - » Mission Street & East Walkway
 - » 3rd Street Ramp
 - » Howard Street & East Walkway
 - » East & West ADA Ramps
 - » East & West Elevators
(see Elevators for more detail)
- **Central Block 3:**
 - » Carousel Driveway
 - » Carousel Plaza Ramp
 - » Folsom Street Staircase
 - » Folsom Street Elevator
(see Elevators for more detail)

Gardens Protection

Gardens Weight Loads:

- Live Load: 100 lbs/square foot
- Point (Stationary) Load: permitted on a case-by-case basis

Hardscapes:

- Vehicle access:
 - » Vehicles (carts, motorized dollies, pallet jacks, electric pallet jacks, golf carts, trucks, etc.) are permitted on a case-by-case basis, solely at the discretion of YBA&E and/or YBGC.
 - » All rows of green pavers located in walkways must be covered by 3/4" of plywood during load-in, load-out, and under any vehicle access at all times. Plywood is not required to be laid for movement over cement.

Landscapes:

Event Client must take great care when working on or near lawns and landscaped areas. No dragging and pushing any equipment or furniture across the lawns.

Vehicles access on lawns will be permitted on a case-by-case basis.

To load in and out heavy event equipment and FFE, the use of a hand-dolly or cart and laying a plywood path are required on the lawns to limit damage.

Tents & Event Structures

No staking of tents in landscape or to trees, or attaching to any Gardens furniture, light post, bench, etc.

Commercial tents should be anchored by 50lb cement block weights, or an alternate method approved by YBGC.

- Block weights must be tightly secured to and transported via hand dolly or hand truck.
- 3/4" plywood must be placed over all Gardens green pavers, as well as lawns, during path-of-travel. If weight exceeds thresholds listed below, then 1 1/4" plywood must be used. For transport across lawns, the plywood must overlap to prevent slippage.
- Once the cement block is at the desired location, a plywood-square no larger than the cement block dimensions must be placed underneath to displace the weight and protect the property.

Commercial tents on grass greater than 30'x30' must be built with a raised floor. Size of both the tent and floor must be approved by YBGC.

Large event structures such as food service tents that take up large areas of the Gardens will require a wet stamp from a Structural Engineer specifying that the property can withstand the weight of the structure. Structural Engineer provided and paid for by the Event Client.

• Structural Engineer Referrals:

- » Ryan Joyce Structural Design: 415-509-6645
- » Simpson Gumpertz & Heger (SGH): 415-343-3078
- » DCI: 415-781-1505



Bike Parking

Alternative forms of transportation are highly encouraged. The Gardens has several bike parking locations, see attached map for bike rack locations.

Vehicle Parking

South Mission Street White Zone – 761 Mission Street

- For all Yerba Buena Gardens Festival public programming, parking reservations are free.
 - » Submit a parking request directly to YBGF.
- For all rental events, parking reservations are dependent on availability and at a fee.
 - » Submit a parking request directly to YBGC at parking@ybgardens.org.
 - » Request should include:
 - › Name of party responsible for reservation
 - › Date and times
 - › # of vehicles requested
 - › Type of reservation (i.e., valet, load in/out parking, etc.)

3rd Street Metered Parking

4th Street Metered Parking

Howard Street, load in/out only

Fifth and Mission Garage, paid parking

Wi-Fi

Currently there is no public Wi-Fi in the Gardens or Green Room.

Power & Water Connections

Power:

- **Central Block 2:**
 - » 20 amp available at various green light poles throughout the Gardens (all light poles do not have power. See YBA&E for more detail.)
 - » East Monument:
 - › Two 200 amp, cam locks
 - » MLK Jr. Memorial and Fountain:
 - › One 400 amp, cam lock
 - › One 200 amp, cam lock
 - » East Garden
 - › One 15 amp
- **Central Block 3:**
 - » 20 amp available at various gray light poles, 3 circuits available.
- One YBGC Engineer is required to connect to property direct power sources at the East Monument and the Dr. Martin Luther King, Jr. Memorial and Fountain.

Water:

- **Central Block 2:**
 - » The Lawn/Esplanade
 - » East Gardens
- **Central Block 3:**
 - » Courtyard (3)
 - » Carousel Plaza (2)
 - » Play Circle (2)
- A YBA&E event manager will check out a water connector from YBGC Security to access these connection locations.
- If a YBGC water connector is damaged or missing the Event Client will be charged for replacement.

Equipment

YBGC owns event equipment available for use at no additional cost.

It is the responsibility of YBA&E and the Event Client to transport and maintain equipment used during the event. At the conclusion of the event, it is the responsibility of YBA&E and the Event Client to clean (if needed), return, and organize all equipment back to its original storage location.

- **Staging:**
 - » Stage Right staging equipment (stage sections, poles, ME locators, stands, railings, ramps, stairs, softscape protector, canvas skirting), available for use.
 - › Stage Right section size: 4' x 8'
 - › Stage Right sample built size: 32' x 48'
 - › Sico stage riser size: 6' x 8'
 - › Sico riser stage sample built sizes: 6' x 8' / 16' x 24'
- **Seating:**
 - » White plastic stacking chairs: 200 (approx.)
- **Barricades:**
 - » Green lightweight barricades: 20
- **Plywood & Masonite:**
 - » Plywood: 56
 - › 1/3-inch: 33
 - › 1 inch: 23
 - » 1/4-inch Masonite: 104

Generators

Generators will be permitted on a case-by-case basis. Generators that produce excessive noise or exhaust will not be permitted.

Example of a permitted generator:

- Honda EU2200iTAG (2200watt 120V Inverter Generator w/Co-Minder)
- Engine: Honda GXR120
- Dry Weight: 47lbs
- Dimensions (LxWxH): 20" x 11.4" x 16.7"
- Noise Level: 57dB(A) @ rated load; 48 dB(A) @ ¼ load

Balloons

Mylar or helium filled balloons are not permitted.

Air-filled balloons tightly anchored/secured to free-standing structures/frames are permitted. A balloon anchoring plan must be provided to YBA&E and approved by YBGC prior to the event.

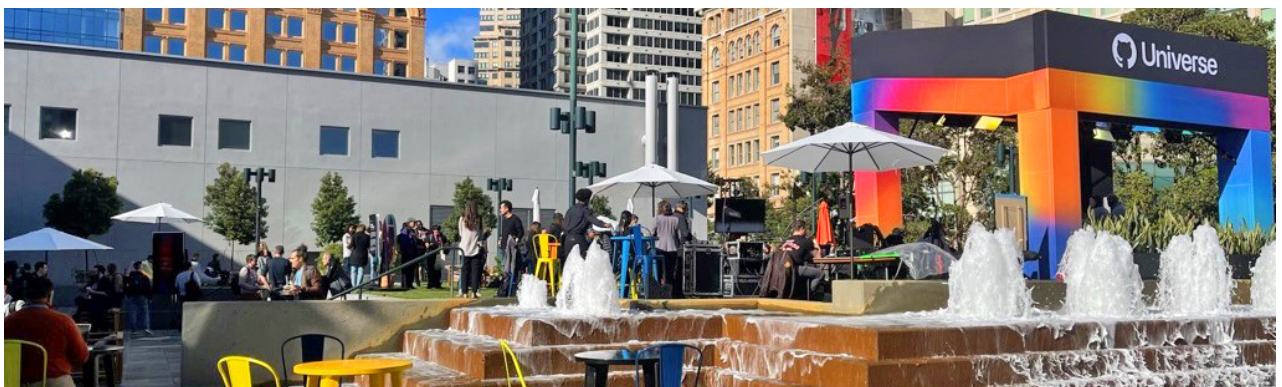
Event Client must always maintain control of balloons.

No balloons may be left in the Gardens.

Animals

Events with animals will be permitted on a case-by-case basis.

Additional cleaning and/or landscape restoration fees will be assessed.



Amplified Sound

Per the San Francisco Police Code - Outdoor Amplified Sound, Ordinance No. 163-17: "Amplified Sound equipment is defined as any machine or device, including but not limited to a loudspeaker, for the reproduction or amplification of the human voice, music, or other sound. Amplified sound equipment shall not include: warning devices like horns, sirens, or pedestrian operated bullhorns."

Amplified Sound level is allowed with a permit.

- Daily: 9:00a - 10:00p
- Max decibel: 85

If an event includes outdoor amplified sound, the event application, plan, and permit shall also include:

- the location of the amplified sound equipment,
- the hours and dates during which sound will be amplified,
- description of the amplification system and the type of sound to be amplified,
- a statement certifying the event client shall comply with maximum noise level as established under the police and health codes, and
- a statement whether the activity will take place within 300 feet of a hospital, school, house of worship, courthouse, public library, or mortuary during normal hours of use of said facilities.

The volume of outdoor sound shall be controlled so that it will not be audible from a distance in excess of 250 feet from Gardens property line or from the periphery of the attendee audience.

Event Client shall immediately reduce sound level to a volume requested by YBGC, YBA&E, or law enforcement.

Commercial Photography, Filming, Recording

A permit is required for professional photography and film shoots. Permits provide the photographer videographer access to all Gardens areas. Shoots that include amplified sound will require an Amplified Sound Permit. Approval is subject to other events and/or Gardens activities already using amplified sound.

Drones – Unmanned Aerial Systems (UAS)

Permits are required for any drone flight that is operated on, from, within, and over City property. YBGC follows the guidelines as outlined by the San Francisco Film Commission.

- All drone permits require a licensed pilot as well as a \$2M General Liability Insurance policy naming the entities listed in the Insurance section attached as additional insured.
- When permitted, drones may only be flown in a straight up-and-down flight pattern.
- Drones cannot operate over roadways, buildings, or people.
- In addition, use of drones for a film or photo permit requires a privatized Gardens area as well as staffing of a Security Guard. Event Clients that desire to use drones for artwork light shows will be assessed on a case-by-case basis.



Corporate & Event Branding

YBGC must review all sign designs viewable within the Gardens to ensure the public's enjoyment of and experience at the property site is not negatively impacted.

Event sign plan with design rendering, sign quantity, and desired location(s) must be presented to YBGC and YBA&E for approval prior to sign production.

Branding will be permitted on a case-by-case basis depending on the scope, concept, and scale of the event; and cannot inhibit the public's enjoyment of the Gardens.

Branding and signs must be connected to an event taking place in Yerba Buena Gardens or with a Yerba Buena Gardens tenant. Branded signs may only be on display for the duration of the event.

Yerba Buena Gardens institutional partnerships and sponsorships may be determined separately.

• Branding Fees:

- » Branding Impact Permit Fees apply and will be assessed based on the location of the signs and total square footage of signage.
- » **Fees by Locations:**
 - › Each location within the Gardens has different size standards and maximums. Signs must match their specific site (for example, a corporate branded sign at one of the restaurants should not be larger than the restaurant's sign itself).
 - › Below rates are discounted \$5/foot/day during this covid rebuilding period
 - Lawn/Esplanade, Children's Garden, Carousel Plaza: \$30/day
 - Discount: \$25
 - Loggia, B Restaurant & Bar, Joyride Pizza: \$20/day
 - Discount: \$15
 - Terrace, East Garden, YBCA Exterior, Metreon Exterior: \$25/day
 - Discount: \$20
 - › Branding fees will not apply to event related merchandise. (i.e. t-shirts, brochures, cups, napkins, hand-held umbrellas, etc.)

• Additional Guidelines:

- » Creative colors, fonts, graphics welcome!
- » Design, tone, scale, and color must also be appropriate for the Gardens so as not to diminish the public's Gardens experience.
- » Company or event logo max size: 25% of total square footage of signage, no larger than 32 square foot sign.
- » Signs may not limit public right-of-way and ADA access.
- » Signage cannot be illuminated, back lit, neon, or include moving images. Signage will not be permitted on Loggia Overlook facing Moscone Convention Center.

• Included Signage Bundle – at no additional cost:

- » All events are offered a complimentary sign bundle. The signs must match the following parameters and may not be substituted for other signs.
 - › (1) Welcome Sign (approx. 3' x 5' at entrance of event only)
 - › (2) Wayfinding/Directional signs (approx. 2' x 7')
 - › Logo size max: 15% of total size of sign

• Branding Fees Explained:

- » **No Branding Fee:** If branded sign (with company name, logo, or advertising) faces internal to event area only. OR a non-branded sign (no company name, logo, or advertising) faces outward into Gardens public open spaces. Use of event title/ name, theme, graphics, color are encouraged!
- » **Branding Fee:** A sign includes a company name, logo, or advertising and is viewable in Gardens public open spaces.



Catering & Preferred Caterer Requirement

All catering setups require ground covering such as plywood, Masonite, or AstroTurf to be placed under food preparation areas to protect the Gardens from food and oil damage. Other ground cover materials are welcomed and will be permitted on a case-by-case basis. All ground covering must be ADA compliant.

Yerba Buena and SoMa Preferred Catering

Requirement: As part of the Conservancy's commitment to supporting our area's economic recovery, event clients are encouraged to utilize caterers/restaurants located within the **Yerba Buena** and **SoMa neighborhoods**, as defined in the attached Yerba Buena and SoMa boundaries map.

- **Yerba Buena and SoMa neighborhoods** corresponds with the following:
 - » Joyride Pizza, B Restaurant + Bar, restaurants on Yerba Buena Lane, restaurants within Metreon, Marriott Marquis, The St. Regis San Francisco, Four Seasons Hotel San Francisco
 - » Yerba Buena Boundaries:
 - › 2nd Street to 5th Street
 - › Market Street to Harrison Street
 - » SoMa Boundaries:
 - › 13th Street to 2nd Street
 - Boundary Extension between Mission Street & Folsom Street to Beale Street
 - › Market Street to Bryant Street
 - Boundary Extension between 3rd Street & 7th Street to Townsend Street

Event clients that use caterers/restaurants outside these boundaries will be assessed a Catering Impact Fee, equal to 10% of the event's gross food and beverage catering sales. The Catering Impact Permit Fee will be assessed against the gross total of food and beverage sales only, and that total should not include any state or local taxes imposed to Event Client. Event client must submit a FINAL catering gross sales report to YBGC within 30 days of the event. YBGC will send an invoice to the event client payable within 30 days of the invoice.



There are several **exceptions** to the Catering Impact Fee:

- Nonprofit programming partner events with **Yerba Buena Gardens Festival, Yerba Buena Center for the Arts, Children's Creativity Museum, South of Market Child Care Center, Yerba Buena Ice Skating and Bowling Center**. Additional community partner events will be exempt, and these exceptions will be reviewed by YBGC on a case-by-case basis.
- Restaurants and caterers that provide sharply discounted or low-cost catering to cultural events. Examples include: Pistahan, Indigenous Peoples Day, Chinese Progressive Association.
- Food truck vendors may provide event catering at the set Impact Permit Fee of \$250/day, per truck.
- When an event is primarily within a building site and merely the event's catering service/set-up is outside of the building site.

Picnics:

Picnicking in the Gardens is encouraged.

- Picnics or gatherings of 25 or more people require a permit.
- A cleaning and/or damage deposit may be required.
- Lightweight folding tables and chairs are welcomed.

Cooking:

Cooking will be permitted on a case-by-case basis.

Event Client must provide proof of all required health and fire department permits.

Event Client must provide and use YBGC-approved groundcover under all cooking, food booths, tents, and preparation areas to protect the property from food and oil damage.

Food Trucks

Approved locations:

- East Walkway nook
- East Plaza
- Forum South Wall
- Howard Street Plaza (sidewalk)
- Carousel Plaza and Ramp

YBGC-approved ground cover is required under all vehicles to protect the Gardens from damage.

Food vendors must provide their own waste bins near food trucks and are responsible for taking this waste with them off property at the conclusion of the event. All ground covering must be ADA compliant.

Mobile Food Truck Permit for South Mission Street White Zone:

- Event Client to contact DPW Bureau of Street Use and Mapping
- DPW only accepts electronic permit applications. Go to:
 - » Bsm.sfdpw.org
 - » Select, “Apply Street-Use Permits”
 - » Follow the instructions to create a log-in and apply
 - » For further assistance contact DPW directly at: 628-271-2000 or email bsmpermitdivision@sfpdw.org
- Should an Event Client require a parking approval letter from YBGC, the Event Client should contact the YBA&E Event Manager.

Alcohol

Alcohol consumption will be permitted on a case-by-case basis.

The Event Client must obtain and provide proof of an ABC License from the Department of Alcoholic Beverage Control and provide it to YBA&E prior to the start of the event.

The Event Client must work with YBA&E to plan an alcohol consumption zone, this zone is to be privatized from the other event areas. Alcohol may only be consumed in the identified zone.

Event Client is required to hire a Security Guard to monitor the alcohol consumption zone for the duration of the event.

Use of Recyclable & 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 more information regarding acceptable food service ware please visit: sfenvironment.org/reduceplastic or call 415-355-3700.

Expanded Polystyrene” Styrofoam” for food service ware is prohibited.

Only food service ware that is accepted in San Francisco’s recycling and composting program is permitted.



Restrictions on Food Vendors

Food & beverage vendors may no longer provide single-use plastic accessories including spill plugs, cocktail sticks, stirrers, or toothpicks. Acceptable straws include single-use paper or other natural fiber straws or reusable straws, such as silicon or metal. Single-use plastic straws may be available upon request for people with disabilities or medical needs. Businesses should wait for a person to request a plastic straw before providing one. Compliant beverage accessories can only be made available upon request or at a self-service station. This includes straws, cups lids, cup sleeves, stirrers, spill plugs, napkins, condiment packs, and utensils. All food vendors must use only BPI Certified Compostable products (plastic recyclable containers are still permissible). For more information, visit: products.bpiworld.org

For more information regarding acceptable food service ware, visit: sfenvironment.org/reduceplastic or call 415-355-3700.

No glass service ware on landscape areas.

Food vendors using glass beverage bottles must pour the beverage into a non-glass reusable cup for the consumer.

Reusable Cup Requirement for Events on City Property and City Streets:

Event producers with more than 100 attendees and prepared beverages are required to seek to have 10% of attendees use reusable cups. Event promoters can meet this requirement by one of the following:

- Promote or incentivize attendees to bring their own reusable beverage cup;
- Lend out reusable cups to event attendees using a deposit system; or
- Provide or sell reusable beverage cups to event attendees.



Oil & Food Leftovers

All leftovers (oil, food, ice, etc.) must be hauled away. No leftovers are to be poured down gutters or storm drains. Steamed water and/or ice are not to be poured on any landscaping or hardscapes.

Event clients may pour water and/or ice into the mop-sink in the CB2 Restrooms. Event Client must gain access from YBA&E personnel.

Clean ice, melted down with clean water, may be disposed of into large drains in the middle of the Lawn/Esplanade and in the East Garden.

Recycling & Composting Requirements

Chapter 19 of the Environment Code, San Francisco's Mandatory Recycling and Composting Ordinance, requires all events to maintain appropriate, color-coded (**blue** for recyclables, **green** for compostable materials, and **black** for trash), labeled containers in convenient locations, and educate vendors, volunteers, contractors, and clean-up crews, on how to properly separate materials.

Any event that will host more than 1,000 people, and/or vendors with significant amounts of food must:

- Develop a waste production processing plan, utilizing waste sorting services and waste dumpster(s) through YBGC's service provider. A plan should include a map of recycling stations in the event area and a written description of how the event plans to maximize recycling and composting.
- Submit a certificate of completion of a zero-waste event workshop or hire an approved recycling crew.

Compliance with Minimum Wage Laws

Event Client is required to ensure that all workers in connection with the event (either directly or through a contractor or subcontractor) who perform services within the geographic boundaries of the City of San Francisco are paid at least the San Francisco Minimum Wage in effect on the date of the event. For more details, please visit the Office of Labor Standards Enforcement: sfgov.org/olse

Prevailing Wage

Pursuant to the San Francisco Administrative Code Chapter 21C, unless excepted, Contracts, Leases, Franchises, Permits, and Agreements issued or granted by the City for the use of City property shall require payment of not less than the Prevailing Rate of Wages to any individual engaged in theatrical or technical services related to:

- Janitorial Services (21C.2)
- Theatrical Workers (21C.4)
- Exhibit, Display, or Trade Show Work at a Special Event (21C.8)
- Broadcast Services (21C.9)
- Loading or unloading materials, goods, or products into or from a Commercial Vehicle on City property (21C.10)
- Security Guard Services (21C.11)

Cancellation Policy

Weather Cancellation:

- A weather cancellation that occurs within (7) seven days of the start of an event for rain, unexpected extreme weather, or smoke cancellation – defined as temperatures more than 100 degrees, severe weather warning issued by government entity, air quality index 150+ – will not incur Impact Permit Fees. In this occurrence, an available alternative date or (1) one year venue rental credit will be provided.
- With weather cancellations 72 hours or fewer before an event, direct (labor) costs will be charged.

Fee Payment and Cancellation Policy:

- All cancellation requests must be in writing provided to YBA&E.
- Cancellation requests made 60 calendar days or more prior to the start of the event will be assessed a Cancellation Fee of 50% of the event invoice total.
- Cancellation requests at or within 60 calendar days of the event start date will not be issued a refund.



INSURANCE REQUIREMENTS

Activities and events will not be permitted without insurance. The Event Client must provide adequate levels of insurance as well as name the following Conservancy entities as additional insureds:

YERBA BUENA ARTS & EVENTS AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS; THE YERBA BUENA GARDENS CONSERVANCY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS; AND THE CITY AND COUNTY OF SAN FRANCISCO AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

Insurance coverage minimums:

- **Commercial General Liability** on an occurrence form with limits of liability not less than:
 - » \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - » \$1,000,000 for personal injury liability
 - » \$2,000,000 aggregate for products-completed operations
 - » \$2,000,000 general aggregate
- **Umbrella Policy Insurance** with coverage \$2,000,000 per occurrence/\$2,000,000 aggregate
- **Professional Liability Insurance** with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate, with respect to all professional services. (If applicable)
- **Automobile Liability insurance**, including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 combined single limit per occurrence and in the aggregate. (If applicable.)
- **Workers' Compensation and Employers Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:
 - » \$1,000,000 each accident for bodily injury by accident
 - » \$1,000,000 policy limit for bodily injury by disease
 - › \$1,000,000 each employee for bodily injury by disease
 - › A waiver of subrogation endorsement is required
 - » **For vendors with Food and Beverage:**
 - › Liquor Liability Insurance coverage not less than \$1,000,000 each claim and \$1,000,000 aggregate (If applicable)

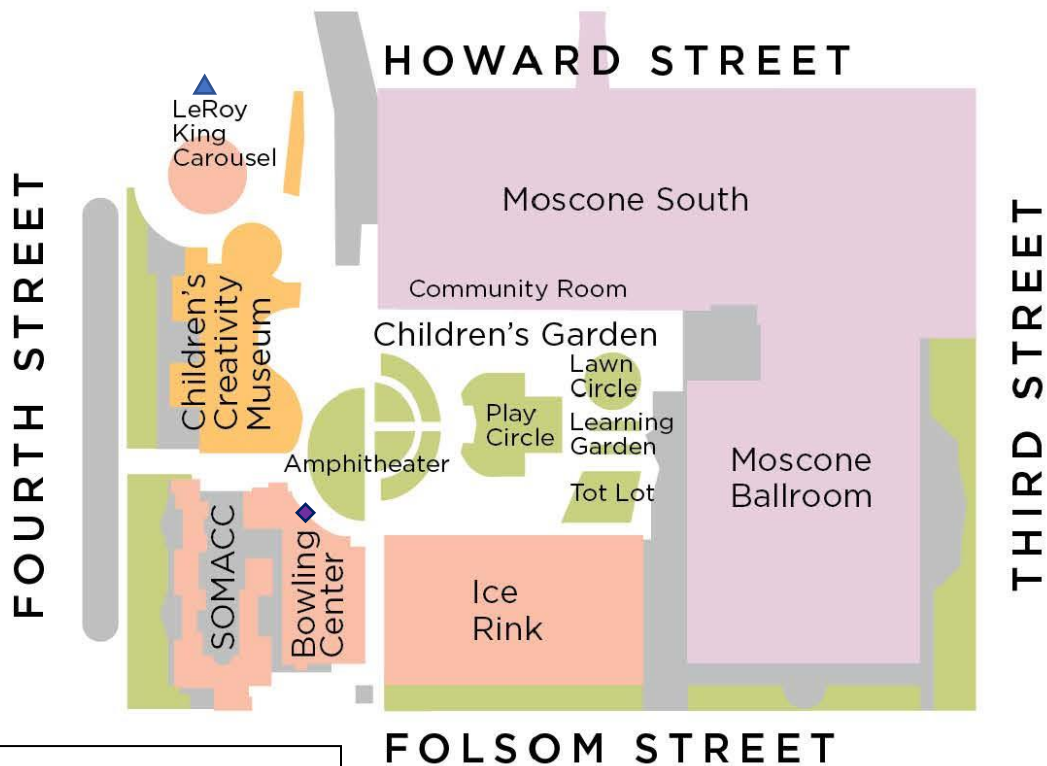


<div><div>YERBA BUENA GARDENS CONSERVANCY</div><div>YERBA BUENA GARDENS FESTIVAL SAN FRANCISCO</div></div>		All rentals in the Gardens support the non-profit organizations that provide excellent, outdoor, free-to-the-public artistic programs, as well as ongoing Gardens cleaning, safety, beautification, and long-term capital improvements. Fees below are inclusive of venue rental & impact permit fees.		
YERBA BUENA GARDENS EVENTS FEES <i>(Venue & Impact Permit Fees)</i>		FOR PROFIT RENTALS	NON PROFIT & COMMUNITY RENTALS	CCM, SOMACC, YBAE, YBCA ARTISTIC PROGRAMS
CB2				
Esplanade (Inc StoneStage)	\$15,600	\$10,800	\$0	
East Plaza	\$3,500	\$2,500	\$0	
East Garden - Lower Level	\$4,000	\$2,875	\$0	
East Garden - Upper Level	\$3,500	\$2,500	\$0	
East Garden - 3rd Street Ramp (load-in/out use only)	\$250	\$125	\$0	
East Walkway - North	\$300	\$150	\$0	
East Walkway - South	\$300	\$150	\$0	
Forum South Wall	\$2,700	\$1,975	\$0	
Gardens Bridge (east side closure only)	\$13,200	\$9,600	\$0	
Howard Street Plaza	\$1,300	\$150	\$0	
MLK Memorial Fountain Plaza	\$700	\$350	\$0	
Loggia	\$1,900	\$1,325	\$0	
Loggia Overlook	\$2,500	\$1,750	\$0	
Stone Stage, only no Esplanade	\$1,400	\$200	\$0	
Terrace	\$8,000	\$5,500	\$0	
Green Room (includes 4hr-janitor and supplies)	\$1,312	\$976	\$0	
Community Room (includes 4hr-janitor and supplies)	\$762	\$400	\$0	
CB2 Restrooms (includes 4hr-janitor and supplies)	\$912	\$638	\$0	
CB3				
Amphitheater	\$8,700	\$350	\$0	
Carousel Plaza	\$4,000	\$250	\$0	
Lower Carousel Plaza Driveway	\$3,000	\$250	\$0	
Courtyard	\$1,500	\$250	\$0	
Lawn Circle	\$850	\$175	\$0	
FUTURE: Picnic Tables	tbd	tbd	tbd	
YBCA PLAZAS				
Mission St Plaza	Contact YBCA	Contact YBCA	Contact YBCA	
Theater Plaza	Contact YBCA	Contact YBCA	Contact YBCA	
CB1				
Jessie Square (Plaza)	Contact Millenium	Contact Millenium	Contact Millenium	
Jessie Square (Lawn)	Contact Millenium	Contact Millenium	Contact Millenium	
PRIVATIZATION (no Public Access / Requires public request process) -- In addition to location fees above				
Esplanade Closure	\$10,000	\$10,000	n/a	
East Garden - Upper & Lower Closure	\$2,500	\$2,500	n/a	
Terrace & Loggia Closure	\$8,500	\$8,500	n/a	
BRANDING / SIGNAGE -- Per day. No installation labor provided.				
See Branding / Signage Fee Structure	quote	quote	quote	
CATERING & PREFERRED CATERER REQUIREMENT				
See Event Guideline for details				
OTHER				
Amplified Sound Permit	\$350	\$175	\$0	
Photoshoot Permit	TBD	TBD	\$0	
Supplies and Materials*	quote	quote	quote	
Waste Dumpster*	quote	quote	quote	
Landscape Restoration (\$/square ft)*	quote	quote	quote	
Food Truck (per truck, per day)	\$500	\$250	\$0	
Food Cart (per cart, per day)	\$400	\$200	\$0	
AVAILABLE AT NO COST				
Barricades	\$0	\$0	\$0	
Masonite/Plywood	\$0	\$0	\$0	
Seating	\$0	\$0	\$0	
Staging (equipment only)	\$0	\$0	\$0	
PERSONNEL (4-hr mins. Janitorial & Pressure Washing hourly rates subject to change per union bargaining agreements.)				
Engineering	\$119	\$109	\$95	
Janitorial	\$79	\$73	\$70	
Powerwashing	\$67	\$61	\$59	
Landscaping	\$63	\$58	\$55	
Security Guard	Hire Direct	Hire Direct	Hire Direct	
Security Manager	Hire Direct	Hire Direct	Hire Direct	
SFPD 10-B (6a-6p)	Hire Direct	Hire Direct	Hire Direct	
SFPD 10-B (6p-6a)	Hire Direct	Hire Direct	Hire Direct	
Waste Sorting	Hire Direct	Hire Direct	Hire Direct	
Structural Engineer Wet Stamp	Hire Direct	Hire Direct	Hire Direct	
PARKING CUT-OUTS				
South Mission	\$346.50 - enforced up to 3 days. \$408 - enforced up to 4 - 7 days.	\$346.50 - enforced up to 3 days. \$408 - enforced up to 4 - 7 days.	\$346.50 - enforced up to 3 days. \$408 - enforced up to 4 - 7 days.	
North Mission	Contact Millenium	Contact Millenium	Contact Millenium	
North Howard Street	Contact YBCA	Contact YBCA	Contact YBCA	
Folsom Street	Contact SOMACC	Contact SOMACC	Contact SOMACC	




Central Block 2

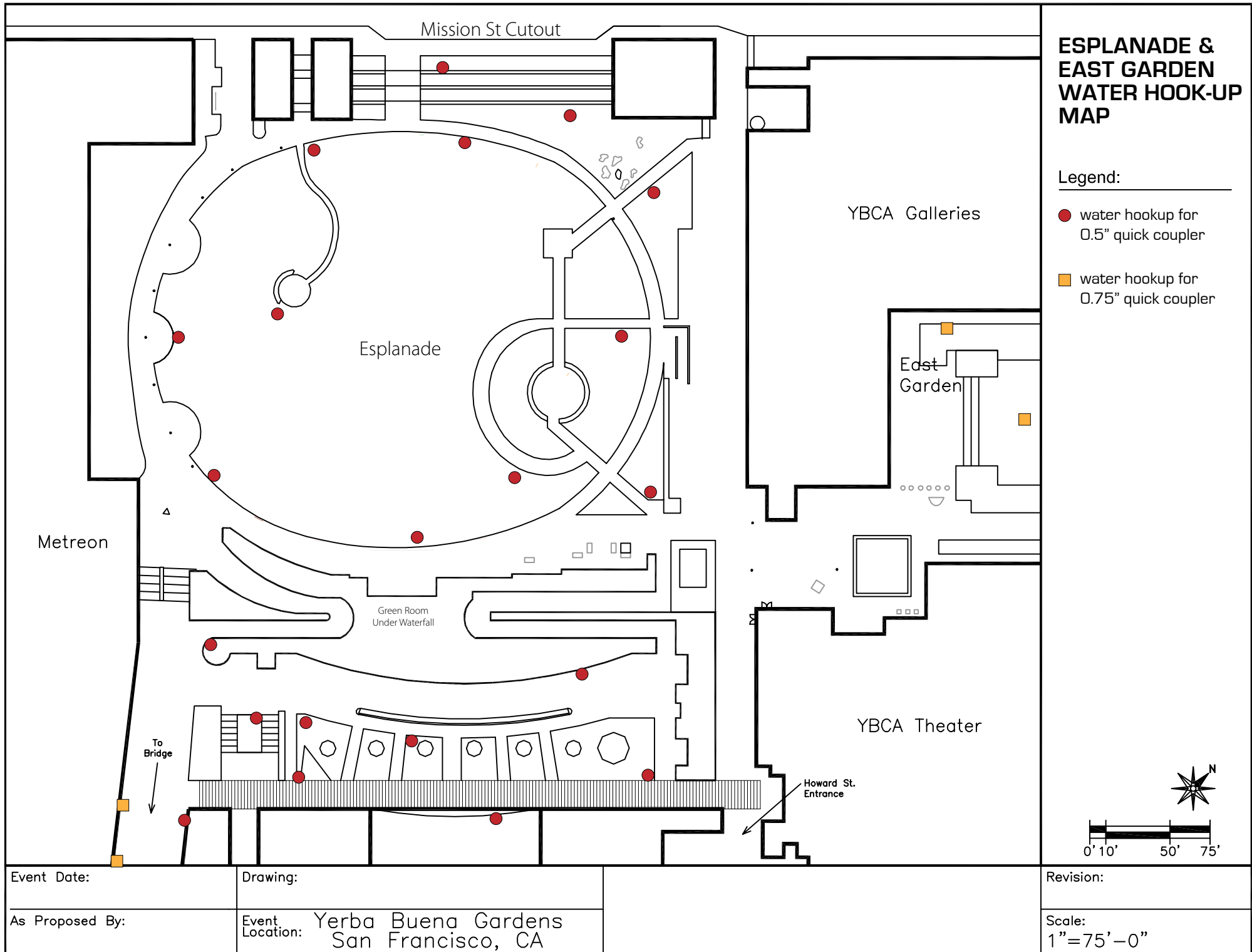


Central Block 3



Directory:

-  Bike Racks
-  Parking Cutouts
-  Restrooms





(5) Public Works or its successor agency shall develop an Upper Great Highway Sand Management Plan by no later than March 1, 2023. This plan shall detail how Public Works will manage and maintain an Upper Great Highway free of sand incursions, along with any resource or policy changes needed to accomplish this.

(d) **Exempt Motor Vehicles.** The following motor vehicles are exempt from the restrictions in subsection (b):

(1) Emergency vehicles, including but not limited to police and fire vehicles.

(2) Official City, State, or federal vehicles, or any other authorized vehicle, being used to perform official City, State, or federal business pertaining to the Upper Great Highway or any property or facility therein, including but not limited to public transit vehicles, vehicles of the Recreation and Park Department, and construction vehicles authorized by the Recreation and Park Department.

(3) Authorized intra-park transit shuttle buses, paratransit vans, or similar authorized vehicles used to transport persons along the Upper Great Highway.

(4) Vehicles authorized by the Recreation and Park Department in connection with permitted events and activities.

(e) **Emergency Authority.** The General Manager of the Recreation and Park Department shall have the authority to allow vehicular traffic on segments of the Upper Great Highway that would otherwise be closed to vehicles in accordance with this Section 6.13 in circumstances which in the General Manager's judgment constitute an emergency such that the benefit to the public from the vehicular street closure is outweighed by the traffic burden or public safety hazard created by the emergency circumstances.

(f) **Promotion of the General Welfare.** In enacting and implementing this Section 6.13, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

(g) **Severability.** If any subsection, sentence, clause, phrase, or word of this Section 6.13 or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of Section 6.13. The Board of Supervisors hereby declares it would have passed this Section and each and every subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portions of Section 6.13 or application thereof would be subsequently declared invalid or unconstitutional.

(h) **Sunset Clause.** This Section 6.13, and the temporary closures of the Upper Great Highway authorized herein, shall expire by operation of law on December 31, 2025, unless extended by ordinance. If not extended by ordinance, upon expiration the City Attorney is authorized to remove this Section 6.13 from the Code.

(Added by Ord. [258-22](#), File No. 220875, App. 12/22/2022, Eff. 1/22/2023)

(Former Sec. 6.13 added by Ord. 98-07, File No. 070269, App. 5/4/2007; Ord. 271-07, File No. 070489, App. 11/26/2007; repealed by Ord. [74-22](#), File No. 220261, App. 5/7/2022, Eff. 6/7/2022)

SEC. 6.14. AUTHORIZATION OF THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY.

(a) The San Francisco Municipal Transportation Agency (SFMTA) is authorized, in conformance with Charter Article VIIIA, to work with Recreation and Park Department staff to:

(1) Identify locations suitable for the establishment of paid parking areas or zones on property under the jurisdiction of the Recreation and Park Commission, including, but not limited to, the use of pay stations and parking permits;

(2) Set rates for paid parking on park property that are closely comparable to the rates set for similarly situated paid parking;

(3) Develop and implement a parking management plan for park property.

(b) The implementation of any parking restrictions, parking rates and/or parking management plan by the SFMTA under this section shall be subject to the approval of the Commission; the location of paid parking areas and parking restrictions are subject to the approval of the Board of Supervisors.

(c) The Commission shall retain authority to grant or deny permits for the use or closure of park roads in conformance with S.F. Municipal Code and Commission policies.

(Added by Ord. 178-09, File No. 090716, App. 7/27/2009)

ARTICLE 7:

PERMITS

Sec. 7.01. Permits – Purpose.

Sec. 7.02. Definitions.

Sec. 7.03. Permits Required.

Sec. 7.04. Additional Activities Requiring Permits.

Sec. 7.05.	Permit Procedure.
Sec. 7.06.	Conditions.
Sec. 7.07.	Permits – Basis for Denial.
Sec. 7.08.	Petitioning, Leafletting, Picketing, Soliciting.
Sec. 7.09.	Reservation of Buildings and Stadiums.
Sec. 7.10.	Yacht Harbor.
Sec. 7.11.	Sales Prohibited at Art Shows.
Sec. 7.12.	Commercial Photography, Filming, Recording.
Sec. 7.13.	Permits – Athletic Events.
Sec. 7.14.	Permit Requests by Governmental Units.
Sec. 7.15.	Permits – Events Open to the Public.
Sec. 7.15-1.	Permits – Events Closed to the Public.
Sec. 7.16.	Duties of Permittee.
Sec. 7.17.	Permits – Failure to Obtain.
Sec. 7.18.	Procedure for Billing Costs.
Sec. 7.19.	Violation of Permit Conditions.
Sec. 7.20.	Appeal.
Sec. 7.21.	Farmers' Markets.

SEC. 7.01. PERMITS – PURPOSE.

Although the First Amendment of the U.S. Constitution and Article 1, Section 9 of the California Constitution guarantee freedom of speech and association, the City and County of San Francisco is authorized to impose reasonable restrictions on the time, place and manner of such expression. In accordance with this right, the City requires permits for certain activities which occur on park property in order (1) to coordinate activities planned by different groups so that as many people as possible can use and enjoy the park at the same time; (2) to learn the details of the proposed activity in order to establish rules aimed at preventing inconvenience or harm to the public or the park; (3) to require appropriate insurance in order to relieve the City of liability from any harm that occurs; and (4) to insure that recreational facilities most suited for the activity are used.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.02. DEFINITIONS.

For the purposes of this Article, the following terms shall be defined as indicated below:

- (a) **Amusement Park Rides** – Rides of the type normally found in amusement parks or carnivals, such as ferris wheels.
- (b) **Animal Show** – The formal exhibition of animals to the public or to a group of 25 or more persons for entertainment or competition.
- (c) **Art Shows** – The exhibition or display of paintings, sculptures or other works of art, but not activities performed by street artists licensed pursuant to Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.
- (d) **Band** – A group of musicians playing acoustical instruments normally played in a brass band.
- (e) **Demonstration** – Carrying or wearing a sign or signs, singing, talking in unison or in any other manner expressing ideas, advocating causes or conveying a message to the public at large or to a particular person or persons.
- (f) **Exhibition** – Public display of manufactured goods, plants or other objects but not displays by street artists licensed pursuant to Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.
- (g) **Leafletting** – Distributing leaflets, handbills, notices or any written material to the public.
- (h) **Music Concourse Area of Golden Gate Park** – This area is comprised of (1) the area bounded by Tea Garden Drive, South Drive and Academy Drive; (2) the entire area in front of the Academy of Sciences, the de Young Museum and the Fine Arts Museum; (3) the interior of the Japanese Tea Garden; and (4) the entire area in front of the Japanese Tea Garden.
- (i) **Orchestra** – A group of musicians playing string, percussion, brass and woodwind instruments.
- (j) **Parade** – Any march or other organized movement or persons from place to place or about a place.
- (k) **Petitioning** – Requesting persons to sign a petition.
- (l) **Publicize** – To inform the public of a planned event by means of newspaper articles or notices, radio or television stories or notices, announcements in public places, leafletting, posting signs or written notices in places viewed by the public, or by other means

calculated to notify the public of an event.

- (m) **Soliciting** – Requesting persons to contribute money or anything else of value for a charitable, religious or political cause.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.03. PERMITS REQUIRED.

No person shall, without a permit, perform any of the following acts in any park:

- (a) Conduct or sponsor a parade involving (1) 50 or more persons; (2) the use of any street in any park; or (3) vehicles.
- (b) Conduct or sponsor an event in which persons engage in petitioning, leafletting, demonstrating or soliciting when the number of petitioners, leafletters, demonstrators, or solicitors engaging in one or more of these activities involves 50 or more such persons at the same time within an area circumscribed by a 500 foot radius.
- (c) Engage in soliciting in the Music Concourse Area of Golden Gate Park. This subsection shall not preclude the Commission from prohibiting persons from soliciting inside the Japanese Tea Garden.
- (d) Sell or offer for sale books, newspapers, periodicals or other printed material.
- (e) Conduct or sponsor any exhibit, promotion, dramatic performance, theatrics, pantomime, dance, fair, circus, festival, juggling or other acrobatics or show of any kind or nature which has been publicized four hours or more in advance.
- (f) Perform any feat of skill or produce any amusement show, movie or entertainment which has been publicized four hours or more in advance.
- (g) Make a speech which has been publicized four hours or more in advance.
- (h) Conduct or sponsor a religious event involving 50 or more persons;
- (i) Conduct or sponsor a concert or musical performance which (1) has been publicized four hours or more in advance, or (2) utilizes sound amplification equipment, or (3) involves a band or orchestra.
- (j) Participate in a picnic, dance or other social gathering involving 25 or more persons.
- (k) Sell or provide food to persons, except that no permit is required when a person participating in a picnic or social gathering of 25 or fewer persons provides food to others who are also participating in the picnic or social gathering.
- (l) Conduct or sponsor a race or marathon which involves 25 or more persons as participants or which obstructs or interferes with the normal flow of vehicular or pedestrian traffic.
- (m) Conduct or sponsor any event which utilizes sound amplification equipment, as defined in Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.
- (n) Conduct or sponsor an exhibition.
- (o) Conduct or sponsor an animal show.
- (p) Conduct a wedding ceremony.
- (q) Conduct or sponsor an art show.
- (r) Operate any amusement park device. The Commission may prohibit the operation of such devices in any park or, if it allows such operation, may designate those locations where such operation is permitted.
- (s) Conduct or sponsor an organized kite-flying event of any club or organization.
- (t) Station or erect any table, scaffold, stage, platform, rostrum, tower, stand, bandstand, building, fence, wall, monument, dome or other structure.
- (u) Park any vehicle in any park in an area not normally used for parking vehicles or in an area normally used for parking vehicles when the vehicle is used in conjunction with an activity for which a permit is obtained pursuant to a provisions of this Code other than this Subsection.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.04. ADDITIONAL ACTIVITIES REQUIRING PERMITS.

- (a) Attention is called to other provisions of this Code which require persons engaging in certain activities to obtain a permit, including, but not limited to, the following:

- (1) Launching or landing any airplane, helicopter, parachute, hang glider, hot air balloon or other machine or apparatus of aviation, in any park, or bringing into a park any balloon with a diameter of more than six feet or a gas capacity of more than 115 cubic feet (See Section 3.09);

(2) Bringing, or causing to be brought, for the purposes of sale or barter, or having for sale, or selling or exchanging, or offering for sale or exchange any goods, wares or merchandise (See Section 3.10);

(3) Constructing or maintaining any building, structure, tent or any other thing in any park that may be used for housing accommodations or camping (See Section 3.12);

(4) Remaining in any park for the purpose of sleeping between the hours of 10:00 p.m. and 6:00 a.m. in order to provide security services between said hours in any park (See Section 3.13).

(b) The Recreation and Park Commission may by resolution require a permit for additional activities when such a requirement furthers the purposes set forth in Section 7.01 of this Code. A list of the additional activities for which permits are required shall be posted at McLaren Lodge in Golden Gate Park and filed with the Secretary of the Recreation and Park Commission and the Clerk of the Board of Supervisors, and shall be made available to the public upon request.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.05. PERMIT PROCEDURE.

The Recreation and Park Commission shall by resolution adopt procedures for the filing and processing of permit applications, which resolution shall be filed with the Clerk of the Board of Supervisors and the Secretary of the Recreation and Park Commission and shall be made available to the public upon request. The resolution required by this Section, as well as any amendment thereto, is subject to the prior approval of the City Attorney.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.06. CONDITIONS.

(a) The General Manager or the Recreation and Park Commission may impose reasonable conditions on approval of a permit application in order to insure that public or private property is not damaged and that the comfort, convenience, safety or welfare of the public is not disturbed. Such conditions may be imposed on a permittee after the permit application has been approved if information is received by the General Manager after such approval which would provide reasonable grounds for the conclusion that further conditions are necessary, including the condition that the location of the proposed activity be changed. The provisions of this Section are designed to secure for permit holders an opportunity fully to exercise the rights conferred upon them by the permit without unreasonably interfering with the rights of other members of the public to use park property and adjacent areas or to engage in First Amendment activities. The General Manager shall in no event impose conditions pursuant to this Section which are designed to limit the content of First Amendment expression engaged in by persons affected by the permit or which unreasonably interfere with the right of free speech.

(b) The conditions which may be imposed on permit applicants include the following: (1) posting a performance bond to insure that property is restored and cleaned at the conclusion of the permitted activity; (2) providing insurance to protect the City from liability from any harm that such activity might cause; and (3) agreeing to reimburse the Recreation and Park Department for any costs incurred by it in restoring damage to property, caused by the actions of the permittee, its officers, employees, or agents, or any person who was, or reasonably should have been, under the permittee's control and to defend the City against, and indemnify and hold the City harmless from, any liability to any person resulting from any damage or injury caused by the actions of the permittee, its officers, employees, or agents, or any person who was or reasonably should have been, under the permittee's control.

(c) When an applicant for a permit to perform an activity which is protected by the First Amendment to the U.S. Constitution and for which a performance bond must be posted produces evidence that providing a cash performance bond would be impossible or so financially burdensome that it would preclude the applicant from using park property for the proposed activity, the General Manager shall accept property in lieu of a cash performance bond so long as the property offered is of a type which will reasonably insure restoration and cleaning of the property to be used by the applicant at the conclusion of the permitted activity.

(d) No applicant shall be required to comply with the provisions of Subsection (b)(2) pertaining to insurance if the activity proposed is protected by the First Amendment of the U.S. Constitution and the applicant produces evidence that complying with those provisions is impossible or so financially burdensome that it would preclude the applicant from using park property for the proposed activity.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.07. PERMITS – BASIS FOR DENIAL.

The General Manager shall approve a permit application unless:

(a) A prior application for a permit to use the same location at the same time has been received and such application has been or will be approved authorizing an activity which does not reasonably permit multiple occupancy of the area;

(b) The proposed activity would conflict with a previously planned program sponsored by the Recreation and Park Department or Commission and scheduled for the same location as that requested by the applicant;

(c) The General Manager has reasonable cause to conclude that the applicant or any person or persons participating in the proposed activity will, in connection with that activity, cause physical injury to person or substantial damage to property; provided, however, that in determining whether such reasonable cause exists the General Manager shall not consider the content of expression which is proposed

or anticipated;

- (d) The proposed activity is inconsistent with the purpose for which the facility or area has been established or designated;
- (e) The location selected is inappropriate because (1) the nature of the proposed activity or the number of persons expected in connection with the activity would be likely to damage trees, plants or other vegetation; (2) the activity would unduly disturb adjacent neighborhoods because of the nature of the proposed activity or the number of persons expected to be involved; or (3) other activities have been scheduled in an area or areas near the location proposed by the applicant, or they normally occur in such area or areas, and permitting the proposed activity to occur in the proposed location would unreasonably interfere with park use and enjoyment by participants in such activities;
- (f) The applicant fails to obtain necessary approvals, permits, or licenses from other governmental departments or agencies;
- (g) The applicant has not complied with the procedural requirements established by Commission resolution for the filing of permit applications;
- (h) The applicant fails or refuses to pay a processing fee or a user fee, or both, which the Recreation and Park Commission has established by resolution;
- (i) The applicant fails or refuses to post a performance bond when required to do so by the Recreation and Park Commission;
- (j) The applicant fails or refuses to provide insurance when required to do so by the Recreation and Park Commission;
- (k) The applicant fails or refuses to execute an agreement to reimburse the Recreation and Park Department for any costs incurred by it in restoring damage to the property occasioned by, or arising out of, the permitted activity, and to defend the City against and indemnify and hold the City harmless from, any liability to any person occasioned by, or arising out of, the permitted activity, when such an agreement is required by the Recreation and Park Commission;
- (l) The application contains misrepresentations of material fact;
- (m) The proposed activity is prohibited by law;
- (n) The applicant refuses to comply with conditions reasonably imposed on approval of the permit application by the General Manager or the Recreation and Park Commission in order to insure that public or private property is not damaged and that the comfort, convenience, safety and welfare of the public are not disturbed.

Whenever a permit application is denied, the General Manager shall inform the applicant of the reason for the denial and when a change in location would allow approval, shall offer alternative suitable locations.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.08. PETITIONING, LEAFLETING, PICKETING, SOLICITING.

- (a) No permit may be required to engage in petitioning, leafletting, demonstrating or soliciting so long as engaging in any of these activities, or any combination of these activities, does not involve 50 or more petitioners, leafletters, demonstrators, or solicitors at the same time within an area circumscribed by a 500-foot radius, provided, however, that a permit is required to solicit in the Music Concourse Area of Golden Gate Park.
- (b) It shall be unlawful for any person to engage in petitioning, leafletting, demonstrating or soliciting in such a manner as to substantially obstruct any traffic of pedestrians or vehicles after being warned by a peace officer or a member of the Park Patrol not to do so.
- (c) No person may engage in petitioning, leafletting, demonstrating or soliciting inside the San Francisco Zoological Gardens.

■ (Added by Ord. 603-81, App. 12/18/81; amended by Ord. [210-12](#), File No. 120819, App. 9/28/2012, Eff. 10/28/2012)

SEC. 7.09. RESERVATION OF BUILDINGS AND STADIUMS.

The procedure for reserving the use of any building or stadium in any park shall be established by the Recreation and Park Department and shall be kept on file with the Secretary of the Recreation and Park Commission and made available to the public upon request.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.10. YACHT HARBOR.

Mooring space at Yacht Harbor is reserved by applying for a permit from the Harbormaster at Yacht Harbor. A permittee granted use of Yacht Harbor shall enter and use only the mooring space designated in the permit and shall at all times be subject to and shall obey all rules and regulations of the Recreation and Park Department governing Yacht Harbor.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.11. SALES PROHIBITED AT ART SHOWS.

When conducting or participating in an art show in any park, no person shall sell or offer for sale any work of art.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.12. COMMERCIAL PHOTOGRAPHY, FILMING, RECORDING.

No person shall engage in commercial photography, filming or recording in any park without first having obtained a permit. The procedure for obtaining such permits shall be established by the Recreation and Park Department and shall be kept on file with the Secretary of the Recreation and Park Commission and made available to the public upon request.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.13. PERMITS – ATHLETIC EVENTS.

Athletic areas and structures, such as baseball diamonds, soccer pitches, football fields, and swimming pools may be reserved by obtaining a permit from the Recreation and Park Department.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.14. PERMIT REQUESTS BY GOVERNMENTAL UNITS.

Any processing or user fee established by the Recreation and Park Commission for the use of park property may be waived where the applicant is the United States of America, the State of California or subdivision thereof, an agency or commission of the City and County of San Francisco, or other governmental unit.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.15. PERMITS – EVENTS OPEN TO THE PUBLIC.

(a) Any person possessing a valid permit, which states that an area or facility has been reserved for such person's use other than for an event covered by Section 7.15-1, has the right to use the area or facility designated in the permit for the time specified.

(b) No person shall in any manner disturb or interfere with any person or party occupying the area or facility under a permit described in subsection (a), nor with the belongings of such person or party.

(c) It shall be unlawful for a person who violates subsection (b) to refuse to leave an area or facility that has been reserved by a valid permit when asked to do so by the person or party displaying such a permit, by a Recreation and Park Department employee, by a police officer, or by a member of the Park Patrol.

(d) This Section shall not be used to impinge upon the lawful exercise of constitutionally protected rights of freedom of speech or assembly.

■ (Added by Ord. 603-81, App. 12/18/81; amended by Ord. [55-14](#), File No. 131087, App. 5/2/2014, Eff. 6/1/2014)

SEC. 7.15-1. PERMITS – EVENTS CLOSED TO THE PUBLIC.

(a) Any person possessing a valid permit, which states that an area or facility has been reserved for such person's use to conduct an event that is not open to the general public, such as a ticketed or guest-list event or an event limited to the members of an organization and their invitees, has the exclusive right to use the area or facility designated in the permit for the time specified.

(b) It shall be unlawful for any person to refuse to leave an area or facility under a permit as described in subsection (a) when asked to do so by the person or party displaying such a permit, by a Recreation and Park Department employee, by a police officer, or by a member of the Park Patrol.

(c) This Section shall not be used to engage in conduct otherwise prohibited by law, including but not limited to anti-discrimination laws.

■ (Added by Ord. [55-14](#), File No. 131087, App. 5/2/2014, Eff. 6/1/2014)

SEC. 7.16. DUTIES OF PERMITTEE.

(a) It shall be the duty of every permittee:

(1) To obey all laws and the terms and conditions of the permit;

(2) To clean the area used after the permitted activity is over and to restore the area and property used to the same condition as existed prior to the activity; and

(3) To reimburse the Recreation and Park Department for any expenses incurred by it, including the cost of labor, in cleaning or restoring the park or making repairs to property and equipment, which expenses may be occasioned by the permitted activity.

(b) The Recreation and Park Department shall, as determined appropriate by the General Manager, or a designee, charge a cleaning or security deposit in an amount sufficient to cover the costs, including staff time, of cleaning or restoring park property if permittee fails to do so.

■ (Added by Ord. 603-81, App. 12/18/81; amended by Ord. 47-03, File No. 030095, App. 4/3/2003)

SEC. 7.17. PERMITS – FAILURE TO OBTAIN.

It shall be unlawful for any person to conduct or sponsor any activity which requires a permit without first having obtained the appropriate permit and, when requested to do so by a Recreation and Park Department employee, a member of the Park Patrol, or by a police officer, displaying such permit. Furthermore, it shall be unlawful to participate in such an activity with knowledge that it is being conducted without a permit when a permit is required pursuant to this Code.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.18. PROCEDURE FOR BILLING COSTS.

Within 30 days of the exercise of any permit, the General Manager shall determine and transmit to the permittee a bill for all costs above and beyond any retained security or cleaning deposits which are or will be incurred by the Recreation and Park Department in cleaning or restoring any park or making repairs to property and equipment. which costs were occasioned by, or arose out of, the activity engaged in pursuant to the permit. The permittee shall have 30 days from the transmission of such bill in which to pay or request adjustment of the same. Any request for adjustment shall be transmitted in writing to the General Manager, who shall determine whether an adjustment is proper. The permittee shall pay the bill or adjusted bill promptly upon transmission to the permittee of a statement of the determination of the General Manager with respect to the adjustment. Any request for adjustment shall be deemed waived if not timely or if not transmitted in writing.

■ (Added by Ord. 603-81, App. 12/18/81; amended by Ord. 47-03, File No. 030095, App. 4/3/2003)

SEC. 7.19. VIOLATION OF PERMIT CONDITIONS.

Whenever a permittee or those under the control of the permittee violate any condition contained in the permit, a member of the San Francisco Police Department may revoke the permit. It shall be unlawful for any person to continue to engage in an activity for which a permit was required and issued after the permit has been revoked pursuant to this Section, provided, however, that no person shall be in violation of this Section until notice has been given that the permit has been revoked.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.20. APPEAL.

The Recreation and Park Commission shall by resolution adopt procedures for the appeal of the denial of a permit application to the Commission or, in those instances when a quorum of the Commission cannot be convened in a timely manner, to the General Manager. The Commission or General Manager shall afford the applicant an opportunity for a hearing and may reverse, affirm or modify in any regard the determination of the General Manager concerning the denial of a permit application. When the Commission affirms the denial of a permit application such a decision shall be based on one or more of the reasons listed in Section 7.07 of this Code. Notwithstanding Section 2.03 of this Code, the duty imposed on the General Manager by this subsection may not be delegated.

■ (Added by Ord. 603-81, App. 12/18/81)

SEC. 7.21. FARMERS' MARKETS.

(a) The Commission may permit the location of a Farmers' Market, that meets the requirements of Administrative Code Chapter 9A. or any successor provisions, as certified by the Agricultural Commissioner, on park land upon findings that such a use:

- (1) Is appropriate for the crowd capacity of the particular location;
- (2) Does not adversely affect park grounds or facilities beyond the regular usage of the particular location; and,
- (3) Does not significantly interfere with the public's use and enjoyment of other areas of the park, including, but not limited to, children's play areas or athletic courts or fields.

(b) The permit fee shall be \$475 per location of market, for each six (6) months of operation, where the market is operating at the location no more than one day a week. If the market operates at the location more than one day a week at any time during the six-month permit period, the permit fee shall be multiplied by the number of days of operation during a week. For example, a market that at any time during the six-month period operates at the location two days a week shall pay a permit fee of \$950 for the six-month permit period. In addition to the permit fee, the permittee shall reimburse the Department for staff costs directly incurred by the operation of the