



LEASE

between

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

[INSERT NAME OF LESSEE HERE]

for the Premises known as

BAKER BEACH FOOD TRUCK SITE [1 / 2]

NPS Lease# L-GOGA0XX-26

THIS LEASE (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and _____(Lessee).

WITNESSETH THAT:

WHEREAS, the NPS administers Golden Gate National Recreation Area (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to the Park Area;

WHEREAS, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

WHEREAS, Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, Lessee desires to lease the property on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of their mutual promises, Lessor and Lessee hereby agree to the following terms and conditions:

1. Term of Lease. The term of this lease (Lease Term) will be for a period of one (1) year commencing on _____ (Commencement Date) and expiring on _____ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date).

2. Description of Premises. The leased property (Premises) is described as follows:

Land assignment located at Baker Beach within Park Area in San Francisco, California. The Premises are a designated parking space that is a 11' wide and 24' long (Baker Beach Site 1) or 12' wide and 22' long (Baker Beach Site 2) section of the existing paved parking lot located adjacent to pedestrian walkways and the parking area restrooms as illustrated in Exhibit A. Lessee must arrange and maintain all personal property within the designated parking space as to provide free and unobstructed egress within the parking lot.

3. Use of the Premises. Lessee may use the Premises only for the following purposes:

Food and beverage sales from a food truck encompassing [description of menu offerings] at the location identified in Exhibit A. At minimum, Lessee is required to operate every week of the Lease Term on Friday, Saturday, and Sunday. Lessee may operate at the designated location on additional days and hours between sunrise and sunset during which the Park Area is open to visitors throughout the Lease Term. The agreed upon operating schedule is provided in Exhibit B. All days and hours of operation must be publicly posted and the Parties must agree to any changes in operating schedule in writing in advance. The NPS will notify Lessee about any changes to their established operating schedule.

The Service will grant 12 excused absences from this minimum operating schedule. The Service, in its sole discretion, may permit additional excused absences requested by lessee with a minimum of 48 hours' notice

4. Rent.

- a) As used in this Lease, the term "Rent" will include Base Rent and Additional Rent.
- b) **Base Rent.** Lessee must pay to Lessor as Base Rent an amount of money equal to [enter amount] % of the Gross Revenues generated in the Park Area for each month of the Lease Term. Gross Revenues means the entire amount of Lessee's revenues (and the revenues of any Affiliates) derived from this Lease for the use and occupancy of the Premises including revenues generated from end users of the Premises, such amount as

determined in accordance with generally accepted accounting principles consistently applied. Gross Revenues include, as applicable and without limitation, revenues generated by all sales made on Lease Premises, receipts from all mechanical or other vending devices placed on the Premises by Lessee or under authority from Lessee, and payments under a business interruption/loss of rents insurance policy or similar provision.

- c) **Additional Rent.** The term "Additional Rent" will include all payments and charges, other than Base Rent and including fees for health and safety inspections, payable by Lessee under this Lease.
- d) Rent must be paid in monthly installments due within fifteen (15) calendar days of the last day of each calendar month during the Lease Term. Lessee is required to submit the Monthly Revenue and Payment Reporting for as outlined in Exhibit C, which calculates the rent due each month. Lessee must use an electronic point of sale and must have receipts available to provide to Lessor upon request.
- e) Unanticipated costs incurred by Lessor as a result of Lessee's use and occupancy of the Premises will be due and owing immediately upon written notification by Lessor. Such costs are considered additional rent and may include, but are not limited to clean up, trash removal, and costs of remedying damage to Park Area resources.
- f) Lessor may also impose a 5% late rent penalty in accordance with Applicable Laws.

5. Park Area Conditions. This Lease is subject to the following special conditions:

- a) **Parking and Vehicles.** The NPS cannot guarantee parking availability for personal vehicles or access into the Park Area during weather events or other circumstances beyond the control of Park Area management. Lessee acknowledges that Lessee and its employees may encounter difficulty or delays entering or exiting the Park Area. Lessee must comply with parking and traffic determinations made by NPS staff. The Premises will designate the parking location from which Lessee's food truck can operate. Lessee must comply with any determinations made by Park Area management such as, but not limited to, parking closures, restrictions, and/or traffic detours as directed by NPS staff. Parking on grass, curbs, walkways, or any other areas identified as restricted is strictly prohibited.
- b) **Limitations on Use.**
 - 1. The sale of alcoholic beverages is prohibited.
 - 2. Storage of hazardous materials is prohibited.
 - 3. Obstruction of egress or fire lane is prohibited.
 - 4. Selling or dispensing glass bottles or containers in the Park Area is prohibited.
 - 5. Use of noise amplification devices such as microphones and speakers is prohibited.
 - 6. Lessee operations on Premises prior to sunrise and after sunset is prohibited.
 - 7. Lessee must vacate the Premises at the end of each business day and is not permitted to leave any equipment on the Premises between operating periods.
 - 8. In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.
- c) **Sale of Food and Beverage.** Sale of food and beverage by Lessee is authorized at the Baker Beach location depicted in Exhibit A below and is subject to the following requirements.

1. All of Lessee's food storage, handling, preparation, and service will conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration ("Food Code").
 2. Lessee's food and beverage operations are subject to periodic health inspections conducted by the Park Area's Public Health Official ("PHO"). The PHO will conduct these inspections in accordance with the Food Code and other applicable public health standards.
 3. Lessee is required to submit to and comply with the results of a complete NPS federal health and sanitary inspection to the satisfaction of the NPS before the food and beverage business can open to the public. The Park Area will work with Lessee to arrange this inspection, conducted by the PHO, at the earliest convenient time. Lessee will be required to maintain and provide satisfactory inspection reports on Premises throughout the course of the Lease.
 4. Lessee must demonstrate compliance with the "Certified Food Protection Manager" Certification. The Certified Food Protection Manager must be present and on duty at all times during operating hours on Premises. Lessee must provide sanitation training to employees or Agents that prepare food for the public at the start of their employment, as well as provide annual updates and necessary additional training to existing employees or Agents. Such training must occur at the start of their employment, with refresher training provided on a frequency as needed to comply with the Food Code.
 5. Lessee must maintain and provide upon request copies of the most recent public health inspection reports, and current commissary information (contracts, inspection reports, and facility details).
 6. Lessee is expected to arrive at the Premises following food preparation and provisioning at its approved commissary kitchen unless Lessee receives prior written approval from the PHO.
 7. Lessee may not conduct special processes (including, but not limited to: acidification, sous vide, cold or hot smoking, vacuum packaging, partial cooking, or other restricted practices) without prior written approval from the PHO.
 8. Lessee menus must be limited to items within the operational and equipment capacity of the truck, be pre-approved by the PHO (including menu changes) and have allergen information clearly declared and made available to customers.
 9. Lessee trucks must be equipped with a dedicated handwashing sink (hot water maintained at or above 85°F) and a three-compartment sink for proper ware-washing.
 10. Lessee must source potable water from an approved provider and have sufficient water capacity to maintain compliance with public health standards.
 11. Lessee must maintain food temperatures in accordance with the Food Code.
 12. Remedy of Health and Safety Infractions: Lessee must take immediate steps to correct health, safety, and sanitation infractions discovered by Lessee or which are called to its attention by Lessor, PHO, and/or other Federal, State, or local inspection officials, when such infractions, in the opinion of the inspecting official, pose an immediate threat to the health or safety of persons or property. The NPS reserves the right to immediately suspend, terminate, or revoke this Lease without penalty if the NPS, in its sole discretion, determines Lessee has failed to comply with food safety requirements identified herein.
- d) **Smoking.** Lessee and its Agents must follow all applicable regulations and policies regarding smoking and fires, including Director's Order #50D: Smoking Policy and the Park Area's Superintendent's Compendium, as they may be amended, updated, or superseded. Smoking, including the use of vaporizers, electronic cigarettes, and electronic nicotine delivery systems (ENDS), is strictly prohibited inside all facilities and within

25 feet of building entrances and exits.

e) **Signs.** Signs may not be hung or affixed to any Park Area property without prior written approval.

f) **Waste Disposal and Management.**

1. Lessee is solely responsible for the proper disposal of all waste generated by Lessee operations, including but not limited to: trash, recyclables, compostables, grease, and wastewater. All waste associated with Lessee operations must be properly handled at all times so as to not disrupt the wildlife and natural systems. Lessee must remove waste from the Park Area and dispose of waste in accordance with local waste collection requirements and all applicable laws and regulations.
2. Lessee must provide and maintain appropriately sized, clearly labeled, color-coded containers (blue for recyclables, green for compostable materials, and black for trash) within the Premises for customer use. Lessee must make clear to customers the correct disposal location for all food service ware.
3. Notwithstanding the General Terms and Conditions in Section 6, Lessee should follow [City of San Francisco](#) requirements regarding disposable food service ware.
4. Lessee will not store waste collected on Premises within the food truck while food is being prepared and/or served. Lessee must secure waste collected on Premises until the end of the operating period when it is removed from the Park Area.

g) **Noise Generation.** Lessee operations will not generate noise in excess of ambient noise levels and must comply with 36 C.F.R. § 2.12 (Audio Disturbances).

h) **Generators.** Lessee may use a generator on Premises following a fire and safety inspection satisfactory to Lessor. All generators (gasoline, propane powered stoves, and accessories, including fuel storage) are subject to inspection by the NPS and must comply with applicable National Fire Protection Association (NFPA) and NPS fire safety standards.

i) **Inclement Weather.** The NPS and Park Area are not responsible for providing shelter in the event of inclement weather.

6. General Terms and Conditions. This Lease is subject to the General Terms and Conditions contained in Exhibit D to this Lease, hereby incorporated by reference.

IN WITNESS WHEREOF, the, Regional Director, Interior Regions 8, 9, 10, and 12, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as Lessor; and Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSEE

UNITED STATES OF AMERICA

By: _____

By: _____

Lessee Contact Name
Lessee Contact Title
Lessee Name

Region Director Name
Regional Director, Interior Regions 8, 9, 10, and 12
National Park Service

DATE: _____, 2026

EXHIBIT A: LESSEE NAME HERE – Premises Location and Description

Area authorized for use is the following portion of the Baker Beach parking lot within Golden Gate National Recreation Area as depicted below:

[FINAL LOCATION MAP TO BE INSERTED HERE]

EXHIBIT B: Lessee Operating Hours

Day of Week	Required Operating Hours	Planned Operating Hours
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

EXHIBIT C: Revenue Payment Schedule and Reporting Form

Rent Payment and Reporting Schedule						
Reporting Period	Rent & Report Due	# of Days Operated	# of Transactions	Gross Receipts	Rent % of Gross Receipts	Rent Due
10/1 to 10/31/26	11/15/26				X.X%	
11/1 to 11/30/26	12/15/26				X.X%	
12/1 to 12/31/26	1/15/27				X.X%	
1/1 to 1/31/27	2/15/27				X.X%	
2/1 to 2/28/27	3/15/27				X.X%	
3/1 to 3/31/27	4/15/27				X.X%	
4/1 to 4/30/27	5/15/27				X.X%	
5/1 to 5/31/27	6/15/27				X.X%	
6/1 to 6/30/27	7/15/27				X.X%	
7/1 to 7/31/27	8/15/27				X.X%	
8/1 to 8/31/27	9/15/27				X.X%	
9/1 to 9/30/27	10/15/27				X.X%	

EXHIBIT D: GENERAL TERMS AND CONDITIONS

Section 1. RESERVATION OF RIGHTS

(a) In General. This Lease is subject to all Applicable Laws, and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises; and excepts and reserves to Lessor the right, at reasonable times and, except in case of emergency, following advance notice to Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources. Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Lessor's exercise of its rights under this Lease or by Lessor's actions to manage or protect the Park Area's resources and visitors.

(b) Applicable Laws means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or Lessee, that apply to and govern the Premises or Lessee's activities on the Premises.

Section 2. HISTORIC PROPERTY

The Premises (or portions of the Premises) are historic property as they are located within a historic district as defined in Part 18 of Title 36 of the Code of Federal Regulations.

Section 3. SITE DISTURBANCE

Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written approval. Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

Section 4. PERMITS AND IMPOSITIONS

Except as otherwise may be provided in this Lease, Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease. Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

Section 5. ALTERATIONS

Lessee may not make any Alterations of any nature to the Premises without Lessor's prior written approval. "Alterations" means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises.

Section 6. RECORDS AND AUDITS

Lessee must provide Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify Lessee's compliance with the terms and conditions of this Lease.

Section 7. MAINTENANCE AND REPAIR

(a) In General. Lessee is solely responsible for maintenance of the Premises in clean condition during the Lease Term. This responsibility includes, without limitation, maintaining the Premises free of waste and litter, preventing damage to underlying asphalt from spillage or other activities associated with operations, and removing all equipment from the Premises at the end of each operating day. If the Premises are damaged, contain excessive waste or litter, or contain unauthorized equipment as a result of activities of another party, it is Lessee's responsibility to notify Lessor immediately.

- (b) Food Truck.** Lessee is solely responsible for maintaining their food truck in good order, condition, and repair and in compliance with all Applicable Laws.

Section 8. UTILITIES

There are no utilities available for Lessee use on the Premises.

Section 9. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

- (a) In General.** No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by Lessor in writing;

- (b) Hazardous Materials** means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas.

Section 10. INSURANCE AND INDEMNIFICATION

- (a) Insurance.** At all times during the Lease Term and at Lessee's sole expense, Lessee must obtain and keep in force for the benefit of Lessee and Lessor, the insurance coverages set forth in Exhibit E to this Lease.

- (b) Disposition of Insurance Proceeds.** All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of Lessee's personal property), less actual expenses incurred in connection with their collection, must be held by Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by Lessor, insurance trustee acceptable to Lessor may hold such proceeds for use in accordance with this Lease.

- (c) Inadequate Insurance Coverage.** Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by Lessor acknowledging that Lessee's insurance satisfies the requirements in Exhibit D to this Lease constitutes Lessor's approval of Lessee's insurer or insurance coverage; or alters in any way Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

- (d) Indemnity.** Lessee hereby agrees to save, hold harmless and indemnify Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of Lessee's activities under this Lease, or the activities of Lessee's employees, agents, sublessees, or contractors; out of the design, construction, maintenance, or condition of any improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, Lessor may be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

Section 11. DAMAGE OR DESTRUCTION

- (a) Damage or Destruction; Duty to Restore.** If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term due to the actions or negligence caused by Lessee, one of the following will occur as directed by Lessor:

(1) Lessee, subject to Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or

(2) Lessor may terminate this Lease without liability and Lessee must pay Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

(b) No Termination; No Effect on Rental Obligation. No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided for in paragraph (a)(2) in this section of the Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve Lessee from Lessee's obligation to pay the rent required by this Lease and in no event will Lessee be entitled to any prorated return or refund of rent paid hereunder. Unless this Lease is terminated under this Section 11, no such loss or damage will relieve or discharge Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of the other terms and conditions of this Lease.

Section 12. LIENS

(a) No Power in Lessee to Create. Lessee has no power to take any action that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest, or other estate of Lessor or of any interest of Lessor in the Premises, except as otherwise may be expressly approved by Lessor in writing in accordance with the terms of this Lease.

Section 13. ASSIGNMENTS AND ENCUMBRANCES

Lessee may not assign, sublease, or encumber this Lease in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without Lessor's prior written approval.

Section 14. DEFAULTS AND LESSOR'S REMEDIES

(a) Termination for Default. Lessor may terminate this Lease for default if Lessee fails to perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, Lessor will provide Lessee with a written notice of default giving Lessee fifteen (15) calendar days to cure a monetary default or non-monetary default. Notwithstanding the foregoing, if Lessor determines that Lessee is in default of the Lease and Lessor has provided Lessee two or more Notices of Default of any nature within the preceding twelve (12) months, then Lessor may immediately terminate this Lease for default without providing Lessee with further Notice of Default or the opportunity to cure the default.

If Lessee does not cure its default within the applicable cure period, or if a cure period is not required, then Lessor may terminate this Lease through written notice to Lessee and require Lessee to immediately remove its personal property from, and to vacate, the Premises. If Lessee fails to remove all of its personal property from the Premises by the Termination Date or a later date specified by Lessor in the notice of termination, then Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

(b) No Waiver. Neither Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor Lessor's acceptance of full or partial rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

(c) Right to Terminate Upon Mutual Agreement. This Lease may be terminated upon mutual agreement of the Parties at any time following 120 days after the Commencement Date of the Lease. Written notice of a request to terminate this Lease must be provided at least fifteen (15) days in advance of a requested Termination Date. Upon termination, the Lessee must surrender the Premises in accordance with the provisions of Section 15 (Surrender and Holding Over) of Exhibit D: General Terms and Conditions of this Lease. If the Lessee fails to remove all of its personal property from the Premises by the Termination Date or later date specified by Lessor, the Lessor may impound or otherwise dispose of such personal property in accordance with 36 C.F.R. § 2.22.

Section 15. SURRENDER AND HOLDING OVER

(a) Surrender of the Premises. On or before the Expiration Date or Termination Date of this Lease, Lessee must surrender and vacate the Premises; remove Lessee's personal property from the Premises; and return the Premises, including any personal property owned by Lessor that is made available to Lessee for Lessee's use under this Lease, to as good an order and condition as that existing upon the Commencement Date, ordinary wear and tear excepted.

For these purposes, Lessor will prepare an Inventory and Condition Report (Exhibit E), documenting the condition of the Premises, including any personal property owned by Lessor that is made available to Lessee for Lessee's use under this Lease, as of the Commencement Date, to constitute the basis for settlement by Lessee to Lessor for Lessor's personal property, or elements of the Premises shown to be lost, damaged or destroyed. Any such personal property, or other elements of the Premises must be either replaced or returned to the condition required under this section by Lessee, ordinary wear and tear excepted, or, at the election of Lessor, reimbursement made therefor by Lessee at the then current market value thereof.

(b) Holding Over. This Lease will end upon the Expiration Date or Termination Date and any holding over by Lessee or the acceptance by Lessor of any form of payment of rent or other charges after such date will not constitute a renewal of this Lease or give Lessee any rights under this Lease or in or to the Premises.

Section 16. NONDISCRIMINATION AND EMPLOYMENT LAWS

Lessee and Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. Lessee certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. Lessee agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of the False Claims Act, 31 U.S.C. § 3729(b)(4).

Section 17. INTEREST AND PENALTIES

"Interest" means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the "Federal Register" or successor publication. Interest will automatically accrue on overdue rent payments in accordance with Applicable Laws.

Section 18. NOTICES

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party):

If to Lessor:

Superintendent
Golden Gate National Recreation Area
Building 201 Fort Mason
San Francisco, CA 94123
goga_superintendent@nps.gov

With a copy to the Business Management Division at goga_business@nps.gov.

If to Lessee:

[Lessee's address and name of person to whom the notice should be addressed]

Section 19. OTHER PROVISIONS

- (a) Lessor is not for any purpose a partner or joint venture participant of Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will Lessor be responsible or obligated for any losses or liabilities of Lessee. Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of Lessee or its services or products by Lessor or any other governmental agency.
- (b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to Lessee, nor does it provide Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- (d) Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, Lessor will have the right to immediately terminate this Lease for default.
- (e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.
- (f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.
- (g) Time is of the essence to this Lease and all of its terms and conditions.
- (h) The laws of the United States govern the validity, construction, and effect of this Lease.
- (i) This Lease constitutes the entire agreement between Lessor and Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by Lessor and Lessee.
- (j) The voluntary sale or other surrender of this Lease by Lessee to Lessor, or a mutual cancellation, or the termination by Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of Lessor, may either terminate any or all existing subleases hereunder or operate as an assignment to Lessor of any or all subleases.
- (k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.
- (l) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee will be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including court costs.
- (m) Nothing contained in this Lease binds Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. This Lease is subject to cancellation by Lessor in the exercise of its sovereign authority to the extent provided by Applicable Laws.

Section 20. INTELLECTUAL PROPERTY

(a) Overview and Definitions. The NPS administers an assortment of treasured American properties and resources across the National Park System (System). The NPS's responsibilities in administering the System include the protection of associated Intellectual Property. The following definitions apply for purposes of this Section:

"Intellectual Property" means all rights protecting tangible or intangible contributions, products, inventions (whether or not patentable, whether or not patented, and whether or not reduced to practice), marks (whether or not registerable, whether or not registered, and whether or not used in commerce), works of authorship (whether or not copyrightable), or other creations of the human mind; this term includes copyrights (in all media now known or hereinafter devised), Marks, patents or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof, trade secrets, confidential business information, technical data, computer software, rights of publicity or privacy, name, image or likeness rights, and similar protections.

"Marks" means all trademarks, service marks, trade dress, corporate and brand identifications, and indicia, including without limitation word marks, logos and other picture marks, names, phrases, symbols, composite marks, institutional images, look and feel, images of such party's employees, taglines, web content, domain names, and other identifiers, used by such party to distinguish its goods or services, whether registered or not and whether in use or not.

"NPS Marks" means all Marks belonging to Lessor, including those that are of System-wide significance, such as the National Park Service name and the Arrowhead symbol, or specific to the Park Area, including the name of such System unit and unit-specific locations, facilities, or programs, and all derivatives and variations thereof including:

- "Fort Cronkhite"
- "Marin Headlands"
- "Rodeo Beach"
- "Rodeo Lagoon"
- "Baker Beach"
- "Battery Chamberlin"

(b) Rights and Ownership of NPS Marks. Lessee acknowledges that Lessor is the sole and exclusive owner of all right, title, and interest in and to all NPS Marks, as well as to all combinations, forms, and derivatives. Lessee further acknowledges, represents, and warrants that it has not acquired and will not acquire (whether by operation of law, by this Lease, or otherwise) any right, title, interest, or ownership (collectively "Ownership Rights") in or to any NPS Marks or any part thereof. Should any Ownership Rights become vested in Lessee, Lessee agrees to assign, and hereby assigns, all such Ownership Rights to Lessor free of consideration. Lessee must immediately provide and execute all documents reasonably requested by Lessor to effectuate and record each such assignment. Lessee must not, during the Lease Term or at any time thereafter, do anything which, in Lessor's sole judgment, could in any way damage the validity and subsistence of the NPS Marks, such as opposing, disputing, attacking, or challenging any NPS Marks or any application for registration or registration thereof, or filing a conflicting application for registration with respect to any NPS Marks, or assisting others in doing so. Lessee may not use any NPS Marks without the separate written approval of Lessor or Lessor's official designee for intellectual property or brand management.

(c) Rights and Ownership of Other Intellectual Property. Lessor recognizes the importance of Lessee's ownership, maintenance, and protection of its own Intellectual Property. The parties acknowledge and agree that each party owns all rights, title, and interest in its respective Intellectual Property, and that neither party will acquire and will not claim rights in or title to the other party's respective Intellectual Property. To use the other party's Intellectual Property in furtherance of the purposes of the Lease, a party must obtain the other party's prior written approval. A party will promptly provide the other party written notice of any action, claim, or demand brought or threatened by a third party against it when arising out of its use of any Intellectual Property in furtherance of the purposes of the Lease. Lessee represents and warrants that any Lessee Intellectual Property used to carry out the purposes of this Lease will not infringe or misappropriate the rights of Lessor or any third party, and Lessee indemnifies and will defend and hold harmless Lessor and its officers, employees, and agents from and against any lawsuit, legal proceeding, action, claim, cause of action, demand or liability that arises from any act or omission of Lessee or its officers, directors, employees, representatives, agents, or contractors related to any alleged violation, infringement, unauthorized use or

misappropriation of any Intellectual Property of any third parties arising from or in conjunction with activities performed to carry out the purposes of this Lease or as part of Lessee's business, programs, operations, or other activities occurring upon or related to the Premises.

EXHIBIT E: Insurance Requirements

During the term of this Lease, Lessee must maintain the following insurance coverage (where applicable as determined by Lessor) under the following general terms and conditions and under such specific terms and conditions as Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than those required by the State of California for bodily injury per incident and aggregate, or such higher amounts as may be required by other applicable law.

(b) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by Lessor, but in any event not less than \$1,000,000 per incident and \$3,000,000 aggregate for the Premises. Such insurance must insure the performance by Lessee of its indemnity obligations under this Lease.

(c) Other - All other insurance that Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

2. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to Lessor; provided, however, that the insurer, after payment of any proceeds to Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to Lessor. Lessee must provide to Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. Lessee must maintain all policies provided throughout the Lease Term and Lessee must renew such policies before the expiration of the term of the policy.

(e) Lessee and Lessee's agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

EXHIBIT F: Inventory and Condition Report

(Insert Inventory and Condition Report)