# SAN FRANCISCO PUBLIC UTILITIES COMMISSION REVOCABLE LICENSE

**Southeast Community Center**

**(License #\_\_\_\_\_\_\_\_)**

**THIS REVOCABLE LICENSE** (this “**License**”), dated for reference purposes only as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and [INSERT NAME OF LICENSEE IN ALL CAPS], a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ non‑profit corporation (“**Licensee**”). City and Licensee are sometimes collectively referred to in this License as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

1. City, under the jurisdiction of the SFPUC, owns and operates the Southeast Community Center, located at 1550 Evans Avenue, Building No. 1, in San Francisco, California (the “**SECC**” or the “**Building**”),primarily for the benefit of the residents of the Bayview-Hunter’s Point community (the “**Local Community**”). The SECC is a hub for the Local Community to gather, learn, play, and grow and serves as a connection between the Local Community and the SFPUC. The Building, the land on which the Building is located, and all other improvements on and appurtenances to the land are referred to collectively as the “**Property**.”
2. The SFPUC has dedicated the third floor of the Building to serve as a community resource center actively promoting the health, wellbeing, cultural, political, educational, and financial empowerment of the Local Community (“**SECC’s Mission**”).
3. City, through the SFPUC, desires to enter into licenses with one or more qualified non‑profit organizations to use portions of the third floor of the Building, consisting of approximately fourteen (14) workstations and common areas in an open plan office (“**Community Hub**”), for administrative and general office purposes to support such licensees’ provision of health, well-being, cultural, political, educational, and/or financial empowerment services and programming to the Local Community to further the SECC’s Mission (“**Local Community Services**”).
4. City desires to provide Licensee with the non‑exclusive right to use the two (2) meeting rooms located on the third floor of the Building (“**Meeting Rooms**”) (subject to availability through a reservation system maintained by the SFPUC), and fee‑based photocopier/scanner machines located on the third floor of the Building (“**Common Area Office Equipment**”).
5. City desires to license a portion the Community Hub, including \_\_\_\_\_\_\_\_ (\_\_) assigned workstation(s), together with the non‑exclusive right to use with other licensees, tenants, and invitees of the Building, **(i)** the lobbies, corridors, elevators, stairways, restrooms located on the third floor of the Building, and other public areas of the Building and Property (collectively, the “**Common Area(s)**”), **(ii)** the Meeting Rooms (subject to availability through a reservation system maintained by the SFPUC), and **(iii)** the Common Area Office Equipment (collectively, the “**License Area**”), to Licensee on the terms and conditions described in this License. The License Area is further described in the attached **Exhibit B** and the workstations are substantially described in the attached **Exhibit C.**

NOW, THEREFORE, IN CONSIDERATION of the foregoing Recitals, which are incorporated into this License by this reference, City and Licensee agree as follows:

**BASIC LICENSE INFORMATION**

The following is a summary of basic license information (the “**Basic License Information**”). Each item below incorporates all of the terms in this License related to that item. If there is any conflict between the information in this Section and any more specific provision of this License, the more specific provision will control.

|  |  |
| --- | --- |
| **License Reference Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 |
| **Licensor or City:** | CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission |
| **Licensee:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ non-profit corporation |
| **Building** (Recital A): | The Southeast Community Center building owned by City, under the SFPUC’s jurisdiction, located at 1550 Evans Avenue, Building 1, San Francisco, California, and as shown on the site plan attached as **Exhibit A**. |
| **License Area** (Recital E): | Workstation No. \_\_\_\_\_\_\_ in Suite \_\_ on the third floor of the Building, as shown on the floor plans attached as **Exhibit A‑1**. Parking is not included with use of the License Area. |
| **Term (**Section 4**):** | Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022  Month-to-month, not to exceed eighteen (18) months after the Commencement Date, unless sooner terminated pursuant to Section 4. |
| **Use Fee** (Section 5): | $\_\_\_\_\_\_ per workstation per month. **[Dependent on workstation]** |
| **Use Fee Adjustment Dates (**Section 5): | The Use Fee will increase annually by three percent (3%) on each April 1st during the Term. |
| **Permitted Use (**Section 2): | Licensee will use the License Area for general office and administrative purposes to support Licensee’s provision of community services and programs promoting the health, wellbeing, cultural, political, educational, and/or financial empowerment of the Local Community. |
| **Utilities and Services** (Section 14): | City at its cost will provide standard utilities and services as specified in **Exhibit D**, including janitorial, refuse removal, pest control, and routine Building System maintenance. |
| **Security Deposit** (Section 3): | $3,000 |
| **City’s Notice Address** (Section 30): | San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, California 94102 Attn: Real Estate Director  Re: 1550 Evans Avenue– Community Hub  License Telephone: (415) 487-5210 |
| **with a copy to**: | Southeast Community Facilities Commission  1550 Evans Avenue San Francisco, California 94124 Attn: Executive Director Telephone: (415) 821-2043 [ERogersPharr@sfwater.org](mailto:ERogersPharr@sfwater.org) |
| **and to**: | Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group  Re: 1550 Evans Avenue – Community Hub  License Telephone: (415) 554-6760 |
| **Key Contact for City**: | Emily Rogers-Pharr Executive Director, Southeast Community Center Telephone: (415) 821-2043 [ERogersPharr@sfwater.org](mailto:ERogersPharr@sfwater.org) |
| **Alternate Contact for City**: | Amanda Jimenez, Licensee Liaison, at [ajimenez@spuc.org](mailto:ajimenez@spuc.org) |
| **Telephone No.**: | (415) 821-1534 or in an emergency (628) 260-2468 |
| **Licensee’s Notice Address** (Section 30): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Key Contact for Licensee**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Telephone No.**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Alternate Contact for Licensee**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Telephone No.**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Other Noteworthy Provisions**: | Section 29(b) (Reporting Obligations) |

**EXHIBITS:**

**Exhibit A**: Site Plan of the Building and the Property

**Exhibit A-1**:Floor Plan

**Exhibit B**:License Area

**Exhibit C**: Workstation Description

**Exhibit D**:Standard Utilities and Services

**Exhibit E**: Building Rules and Regulations

**Exhibit F**: City Requirements

**Exhibit G**: Reporting Requirements

**Exhibit H**: Internet Usage Rules and Regulations

1. **License**. City grants to Licensee a revocable, personal, nontransferable, nonexclusive, and nonpossessory privilege to access and use the License Area, as further described on the floor plan attached as **Exhibit A-1**, for the limited purpose and subject to the terms, conditions, and restrictions set forth in this License.
   * 1. **Non-Exclusive Use of Common Office Equipment**. Licensee may purchase from the Building management office pre-paid cards for Licensee’s non-exclusive use of the photocopier/scanner equipment (“**Common Office Equipment**”). City will establish the copying costs on a per page basis. Licensee will be solely responsible for promptly retrieving its copied and scanned materials. City will have no responsibility for theft or damage of any kind for such materials. Licensee is responsible for keeping the copy room clean and organized. Licensee acknowledges that the Common Office Equipment is procured and maintained under a City contract with a third‑party vendor. City will have no responsibility for the maintenance and repair of the Common Office Equipment or damage of any kind to Licensee’s copied and/or scanned materials.
     2. **Non-Exclusive Use of Common Meeting Rooms**. Licensee’s use of the Meeting Rooms may be scheduled for the week on the white board located outside the Meeting Room or by City’s electronic reservation system. Licensee may have the free use of one (1) hour per Meeting Room per day, not to exceed a total of twenty (20) Meeting Room hours per week. Licensee will pay $100 per hour for each use of a Meeting Room that exceeds one (1) hour per day or 20‑hours per week. City will deduct any such excess Meeting Room use from Licensee’s Security Deposit (defined in Section 3 [Security for Performance] below), and Licensee must replenish the Security Deposit within ten (10) days of City’s written demand. Licensee must promptly vacate the Meeting Rooms after its scheduled time and leave the Meeting Room in a clean and organized condition. City may deduct reasonable cleaning room charges from the Security Deposit if Licensee leaves any Meeting Room in an unclean or untidy condition. City may change the Meeting Room reservation system, and rules and regulations governing use of the Meeting Rooms at any time at its sole discretion.
     3. **Internet Access**. The Building is designed as a wireless building, and Licensee must use its own laptops and cell phones and provide its own Wi-Fi 33 data connections. City will provide Wi-Fi 33 through a third‑party provider for Building tenant use (the “**City Wi-Fi**”). When using the City Wi-Fi, Licensee will abide by the internet usage rules and regulations attached as **Exhibit H** (Internet Usage Rules and Regulations) (the “**Internet Rules**”), which City may amend from time to time, in its sole discretion. A breach of the Internet Rules will constitute an Event of Default under this License. City has no responsibility for any disruption or outages in the provision of internet access or the failure of other tenants to comply with the Internet Rules. Licensee’s use of the City Wi-Fi without incurring any additional charge is limited to ten (10) megabytes at any one time and three (3) gigabytes of data per month. In the event Licensee exceeds ten (10) megabytes at any one time or three (3) gigabytes per month, City may suspend Licensee’s access to the City Wi-Fi and may charge Licensee a fee of $100 per gigabyte or any portion thereof. As an open concept collaborative Building, no hard wire telephone or data wiring is provided by City. Licensee will not have access to the Building’s wiring Main Point of Entry (“**MPOE**”) or the intermediate distribution frame (“**IDF**”) closet on the third floor of the Building without the express written consent of City, which consent may be withheld or conditioned by City in its sole discretion. Notwithstanding the foregoing, City will provide access to the MPOE for purposes of Licensee’s installation of separate facilities, equipment, and wiring subject to City’s conditions, including without limitation, the following: **(a)** any installation(s) will be at Licensee’s sole expense; **(b)** City will have approved the wire labeling; **(c)** upon expiration of the Term or earlier termination of the License, Licensee will **(i)** with City’s review and approval, remove any installed facilities, equipment and wiring from the Building if the same are not being used by any other tenant in the Building, and **(ii)** repair any damage to the Building and the Premises resulting from the installation, presence, or removal of such facilities, equipment or wiring; **(d)** Licensee will increase its Security Deposit in an amount sufficient to cover any ceiling tile damage and any other liabilities, as determined by City; and **(e)** City must have approved Licensee’s proposed contractor. Licensee will use its own cell phones in accordance with City’s rules and regulations regarding the Common Areas and open concept areas of the Building. Licensee is solely responsible for paying for its telephone connections and costs.
     4. **City Access**. The rights and activities of Licensee under this License are subordinate at all times to City’s existing and future use of the License Area, the Community Hub, the Building, or any City property located within, upon, or about the License Area for its own purposes or any other purpose. Accordingly, the License Area must be maintained at all times so that it is readily accessible to City. At any time, City and its employees, contractors, and agents may enter or inspect the License Area for any purpose.
2. **Permitted Use**. Licensee may access and use the License Area for the sole purpose of administrative and general office purposes to support Licensee’s provision of Local Community Services. This License gives Licensee a license only, revocable at any time at the will of City, and nothing in this License constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the License Area, or any portion of it. The privilege given to Licensee under this License is effective only to the extent of City’s rights in the License Area, and Licensee will obtain any further permission necessary because of any other existing rights affecting the License Area. Licensee acknowledges that the privilege given under this License is limited strictly to the License Area and grants neither Licensee or any of its members, Agents, or Invitees (such terms defined in Section 12 [Exercise of Due Care; Notification of Threats and Damage] below) any rights to use other areas in the Building or the parking areas.

All use of the License Area by Licensee and its Agents and Invitees will be subject to the terms, conditions, and restrictions described in this License, including the Building Rules and Regulations attached to this License as **Exhibit E**, the City Requirements attached to this License as **Exhibit F** and any applicable federal, state, or local Laws (defined in Section 19 [Compliance with Laws] below).

1. **Security for Performance**. Before the Commencement Date , Licensee shall deposit with City the sum of Three Thousand Dollars ($3,000) (“**Security Deposit**”) to secure Licensee’s faithful performance of all terms and conditions of this License, including its obligation to surrender the License Area in the condition required by this License. The Security Deposit must be in the form of cash or check. At its sole option, City may retain, use, or apply all or part of the Security Deposit to pay for Licensee’s Meeting Room use pursuant to Section 1(b) above, any sum due under this License that is not paid when due, and to recover any loss and pay any amount that City may expend as a result of Licensee’s failure to fulfill its obligations under this License. City’s obligations with respect to the Security Deposit are solely that of debtor and not trustee. City will not be required to keep the Security Deposit separate from its general funds, and Licensee is not be entitled to interest on the Security Deposit. Neither the payment nor the amount of the Security Deposit will limit Licensee’s obligations under this License. If City uses, applies, or draws upon all or any portion of the Security Deposit, Licensee will restore the Security Deposit to its original amount within ten (10) days following City’s written demand.
2. **Term of License; Revocability**. The privilege given to Licensee under this License is temporary only and will begin on the Commencement Date, continuing on a month-to-month basis, not to extend beyond the date that is eighteen (18) months after the Commencement Date (“**Expiration Date**”), unless sooner terminated (together with the Commencement Date, the “**Term**”). Without limiting any of their rights under this License, either Party may revoke this License, without cause or penalty, upon thirty (30) days’ written notice to the other Party at any time before the Expiration Date. If City revokes the License, City will have no obligation to refund any part of any fee or other charge paid under this License or pay any consideration to Licensee, except for any used portion of the Security Deposit. Immediately following the expiration or termination of this License, Licensee will remove all debris and restore the License Area to its condition immediately before Licensee’s use, to the satisfaction of City.

If Licensee continues to operate in the License Area after the Expiration Date with the express consent of City, then Licensee’s use will be construed to automatically extend the Term of this License on a month-to-month basis on the terms and conditions of this License, as applicable (e.g., except for those pertaining to the Term). Any continued use of the License Area after the expiration or termination of this License without City’s consent will be at a monthly use fee equal to One Hundred Fifty Percent (150%) of the use fee as calculated on the Commencement Date, and will constitute a default by Licensee and entitle City to exercise any or all of its remedies as provided in this License or at law or in equity, even if City elects to accept one or more payments of the monthly use fee.

1. **Monthly Use Fee**. Throughout the term of this License beginning on the Commencement Date, Licensee must pay to City a use fee in consideration of Licensee’s use of the License Area. Starting on the Commencement Date, the use fee payable will be the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_) per month (“**Use Fee**”). The Use Fee must be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, before the Commencement Date and on or before the first day of each calendar year thereafter. Such Use Fee for the first year or any partial year, or for any fractional month, will be prorated on the basis of a 360-day year. All sums payable by Licensee to City pursuant to this License must be paid in cash or by good check or wire transfer to the:

San Francisco Public Utilities Commission  
Customer Service Bureau, Attn: Real Estate Billing  
525 Golden Gate Avenue, 3rd Floor  
San Francisco, California 94102

or such other place as City may designate in writing.

1. **Annual Increases**. On each anniversary of the Commencement Date (the “**Adjustment Date**”), the annual Use Fee will be adjusted to increase the then current annual fee by four percent (4%) of the annual fee for the year preceding such Adjustment Date.
2. **Late Fees**. Licensee acknowledges that late payment by Licensee to City of the Use Fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if the Use Fee or any other sum due from Licensee is not received by City within fifteen (15) days after such amount is due, Licensee will pay to City a late charge of One Hundred Fifty Dollars ($150). The Parties agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of any late payment by Licensee. Acceptance of such late charge by City neither constitutes a waiver of Licensee’s default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.
3. **Covenant to Provide Continuous Operations**. Licensee will use the License Area for the Permitted Use (defined in Section 2 [Permitted Use] above) in the License Area continuously and uninterruptedly throughout the Term; provided, however, that Licensee may cease operations during **(a)** City and County of San Francisco legal holidays; **(b)** repairs following damage or destruction to the License Area; and **(c)** strikes, lockouts, inclement weather, labor disputes, inability to obtain labor, materials, fuels, energy or reasonable substitutes therefor, governmental restrictions, regulations, controls, actions or inactions, civil commotion, fire or other acts of God, national emergency, acts of war, or terrorism, or other cause beyond the reasonable control of Licensee, except financial inability (collectively, “**Temporary Closures**”). Licensee will continue to operate the Permitted Use in the License Area to the extent reasonably practicable during any period of reconstruction, alteration, or repair of the License Area, Common Areas, and/or the Building.
4. **Building Closure**. Notwithstanding anything to the contrary in this License, City may require Licensee to temporarily suspend its operations in the License Area due to a pandemic or other similar health and safety reason or governmental orders related to a pandemic. If City determines at its sole discretion that the Building will be closed to the general public for an anticipated period in excess of thirty (30) days and Licensee’s use of the License Area should also cease for such period, City will notify Licensee, this License will be suspended, and City and Licensee will not have any obligations under this License, including payment of Use Fee, during the term of the Building closure. The SFPUC General Manager will notify Licensee in writing (“**Building Closure Notice**”) of the date of the Building closure and estimated reopening. Only such official Building Closure Notice will suspend the License. Any such suspension will not constitute an eviction of Licensee, constructive or otherwise, or impose on City any liability whatsoever, including liability for damages of any kind.
5. **No Alterations Without City’s Prior Written Approval**. Licensee will not construct or place any temporary or permanent structures, improvements, equipment, debris, or fixed personal property in, on, under, or about the License Area, or make any alterations to the Building or Community Hub, or modify, add to, repair, or replace any existing structures or improvements within the License Area, the Community Hub, or the Building (collectively, “**Alterations**”) without City’s prior written approval, which may be given or withheld in City’s sole discretion. Prior to the commencement of any Alterations, Licensee will submit to City a written description (and, if City requests, plans and specifications) of the location and design of the proposed Alterations, and obtain City’s prior written approval and construction permits from City’s Department of Building Inspection, as required.

Licensee acknowledges that the installation of any Alterations, as approved by City, will not in any way limit City’s right to revoke this License or limit any of City’s other rights under this License or at law or in equity.

Licensee will be solely responsible for maintaining all Alterations, as approved by City, in good and safe condition, and City will have no duty whatsoever for any maintenance of any Alterations.

Licensee must document the condition of the License Area before the commencement of any Alterations, as approved by City, through the use of photographs, maps, and any other appropriate documentation to provide a pre-work baseline to monitor impacts. Licensee will consult with City to determine the appropriate documentation. Licensee will provide City with a copy of that documentation before the commencement of any approved Alterations.

Without limiting any of City’s other rights under this License or otherwise, Licensee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the License Area by or for Licensee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the License Area, with the maintenance or repair of the License Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency City may, at its sole option and without notice, alter, remove, or protect at Licensee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee.

1. **Cooperation with City Personnel**. Licensee and its Agents will work closely with City personnel to avoid disruption (even if temporary) of City property in, under, on, or about the License Area, the Community Hub, and the Building.
2. **Exercise of Due Care; Notification of Threats and Damage**. Licensee will use and will cause its respective agents, employees, representatives, contractors, and other or persons acting by or through any member of Licensee (collectively, “**Agents**”), and their respective invitees, guests, or business visitors (collectively, “**Invitees**”) to use due care at all times to avoid any damage to the License Area, the Community Hub, the Building, any City property, or property belonging to third parties located within, upon, or about the License Area. Licensee will follow all direction written or oral from City. Licensee will not overload any electrical outlets or exceed City’s Fire Department’s occupancy limitations for the License Area.

If any portion of the License Area, the Community Hub, the Building, or any City property located within, upon, or about the License Area is damaged or threatened by Licensee’s activities or any of Licensee’s Agent’s or Invitees’ activities, Licensee will immediately notify City by telephone and in writing so that it may inspect and assess the threat or damage. City, at Licensee’s sole cost, will take appropriate measures to eliminate such threat, repair any damage, and restore the License Area or property to its previous condition. Licensee will never interfere with or alter City’s utilities.

1. **Further Restrictions on Use; Duty to Notify of Hazardous Material Release**. The following activities are strictly prohibited by Licensee, its Agents, and its Invitees in the License Area, the Community Hub, the Building, or any City property located within, upon, or about the License Area:
2. the use of heavy equipment;
3. activities that may cause ponding or flooding;
4. the transport, use, generation, or disposal of any Hazardous Material, with the sole exception that Licensee may keep and use Hazardous Material in reasonably limited amounts as are customarily used for general office purposes (such as copy toner and other normal office and cleaning supplies) if used and stored in compliance with Laws (defined in Section 19 [Compliance with Laws] below);
5. any act that constitutes a waste, nuisance, or unreasonable annoyance; and
6. the placement of signs not preapproved by the City.

Licensee will immediately notify City if Licensee learns or has reason to believe that a release of Hazardous Material has occurred, or is threatened to occur, in, on, or about the License Area, the Community Hub, the Building, or any City property located within, upon, or about the License Area. For purposes of this License, the term “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes any material or substance defined as a “hazardous substance, pollutant or contaminant” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or under California Health & Safety Code Section 25316; a “hazardous waste” listed under California Health & Safety Code Section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the License Area or are naturally occurring substances in the License Area, and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

1. **Utilities and Services**. At its sole cost, throughout the term of this License, City will provide basic utilities and services described in the attached **Exhibit D** (“**Standard Utilities and Services**”) to the License Area, subject to the terms and conditions stated in **Exhibit D.**
2. **Security**. At its sole cost, throughout the term of this License, City will provide at least one (1) security guard for the Building from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week. City’s provision of a security guard will not limit Licensee’s waiver of claims pursuant to Section 23 [Waiver of Claims; Waiver of Consequential and Incidental Damages] below in any manner.
3. **Baseline Condition**. Licensee must document the condition of the License Area prior to the Commencement Date through the use of photographs and any other appropriate documentation to provide a baseline to monitor Licensee’s impacts. Licensee will consult with City to determine the appropriate documentation., and Licensee will provide City with a copy of that documentation before the Commencement Date.
4. **Surrender**. On the Expiration Date or within ten (10) days after any other termination of this License, Licensee will surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Licensee will remove all of its property from the License Area and any signs or any other improvements permitted under this License, and will repair, at no cost to City, any damage to the License Area caused by that removal. Licensee's obligations under this Section will survive any termination of this License.
5. **Insurance**. Licensee will procure and keep in effect at all times during the term of this License insurance that covers all members of Licensee for all operations and activities, regardless of fault or liability, in and around the License Area as follows:
6. Commercial general liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars ($50,000)), and personal injury.
7. Worker’s Compensation Insurance with Employer’s Liability limits not less than One Million Dollars ($1,000,000) each accident.
8. Business automobile liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, as applicable, if any member of Licensee uses automobiles in connection with its use of the License Area.
9. Other insurance as is generally required by commercial owners of buildings similar in size, character, age, and location as the Building, as may change from time to time.

All liability insurance policies will be endorsed to provide the following:

1. Name as additional insured City, its officers, agents, and employees.
2. That the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Each insurance policy set forth above will be issued by an insurance company licensed in the State of California and with a general policyholders’ rating of “A-” or better and a financial size ranking of “Class VIII” or higher in the most recent edition of Best’s Insurance Guide.

Prior to the Commencement Date of this License, Licensee will furnish to City certificates of insurance and additional insured policy endorsements in a form evidencing all coverages set forth above. Licensee and its contractors will submit or cause their respective insurance brokers to submit the requested information through the Exigis insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City will not relieve or decrease Licensee’s liability hereunder. If Licensee fails to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee will reimburse City for any costs so paid by City within five (5) business days after delivery to Licensee of bills therefor.

Licensee thereafter will provide City with certificates of insurance or insurance policies thereafter at least ten (10) days before the expiration dates of any expiring policies.

At no cost to City, Licensee is responsible for separately insuring the personal property of Licensee or any of its Agents or Invitees for all damage of any kind, regardless of fault or liability.

1. **Compliance with Laws**. Licensee will, at its expense, conduct and cause to be conducted all activities on the License Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including the Americans with Disabilities Act and any other disability access laws) (collectively, “**Laws**”), whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. Licensee will, at its sole expense, procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. Nothing in this License will limit in any way Licensee’s obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities, or limit in any way City's exercise of its police powers.
2. **City’s Right to Cure Defaults by Licensee**. If Licensee fails to perform any of its obligations under this License to restore the License Area or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then City may, at its sole option, remedy the failure for Licensee’s account and at Licensee's expense by providing Licensee with three (3) days’ prior written or oral notice of City’s intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this License or otherwise, and nothing in this License will imply any duty of City to do any act that Licensee is obligated to perform. Licensee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Licensee’s obligations under this Section will survive the termination of this License.
3. **No Cost, Liens**. Licensee will bear all costs or expenses of any kind or nature in connection with its use of the License Area, and will keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.
4. **Indemnity**. Licensee will indemnify, defend, and hold harmless City, as well as its commissions, departments, boards, officers, agents, employees, contractors or subcontractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, “**Losses**”), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about the License Area, or any part of it, whether the person or property of Licensee, its Agents, its Invitees, or third persons, relating in any manner to any use or activity by Licensee; **(b)** any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License; **(c)** the use of the License Area or any activities conducted by Licensee, its Agents, or Invitees; or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements on the License Area, or into the environment; except solely to the extent of Losses resulting directly and solely from the willful misconduct of City or City’s authorized representatives. The foregoing indemnity includes reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by City and continues at all times thereafter. Licensee's obligations under this Section will survive the expiration or other termination of this License
5. **Waiver of Claims; Waiver of Consequential and Incidental Damages**. Neither City nor any of its officers, agents, or employees, will be liable for any damage to the property of Licensee, its Agents, Invitees, officers, or employees, or for any bodily injury or death to any persons, resulting or arising from the condition of the License Area or its use by Licensee.

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

Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, their officers, agents, employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including California Government Code Section 7260 *et seq.*).

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

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Licensee acknowledges that the releases contained in this License includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee acknowledges that it has agreed to this License with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Licensee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License will survive any termination of this License.

1. **“As Is” Condition of License Area; Disability Access; Disclaimer of Representations**. Licensee accepts the License Area in its “AS IS” condition, without representation or warranty of any kind by City, its officers, agents, or employees, including the suitability, safety, or duration of availability of the License Area or any facilities on the License Area for Licensee's use. Without limiting the foregoing, this License is made subject to all applicable laws, rules, and ordinances governing the use of the License Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether those matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the License Area and all matters relating to its use of the License Area, including the suitability of the License Area for its uses. Licensee, at its own expense, will obtain all permissions or other approvals from any third parties with existing rights as may be necessary for Licensee to make use of the License Area in the manner contemplated under this License

Under California Civil Code Section 1938, to the extent applicable to this License, Licensee is hereby advised that the License Area has not undergone inspection by a Certified Access Specialist (“**CASp**”) to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the License Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the License Area, City may not prohibit Licensee from obtaining a CASp inspection of the License Area for the occupancy or potential occupancy of Licensee if requested by Licensee. City and Licensee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area.

1. **Repair of Damage**. If any portion of the License Area, the Community Hub, the Building, or any property of City located within, on, or about the License Area is damaged by Licensee, its Agents, Invitees, officers, or employees, or as a result of any activities conducted by Licensee, its Agents, Invitees, officers, or employees, City may, at Licensee’s expense, repair any and all damage and restore the License Area or property to its previous condition.
2. **Signs**. Licensee will not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area, except for any temporary sign that is necessary for Licensee's use within the License Area so long as Licensee first obtains City’s written consent, which City may give or withhold in its sole discretion.
3. **No Assignment**. This License is personal to Licensee and will not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License will be null and void and cause the immediate termination and revocation of this License.
4. **Cessation of Use**. Licensee will not terminate its activities on the License Area without prior written notice to City.
5. **Special Provisions**
   1. **City’s Option to Relocate Licensee**. At any time after Licensee’s execution of this License, City will have the one‑time right to provide Licensee with a similar workstation elsewhere in the Building and Licensee, at its cost, will move to that workstation within thirty (30) days. If the new workstation is not reasonably satisfactory to Licensee, Licensee may terminate this License by providing City with written notice of termination within fifteen (15) days after receiving City’s notice. Licensee’s failure to reject the relocation space within that fifteen- (15)-day period will be deemed acceptance of the new workstation. If Licensee accepts the new workstation, then this License and all of its terms and covenants and conditions will remain in full force and effect, the revised floor plan will become part of this License and will reflect the location of the new workstation, and the Use Fee will be adjusted proportionately to reflect the new workstation.
   2. **Reporting Obligations**. [*Additional reporting requirements may be added depending on Licensee’s proposed use.]*
   3. **Reporting to the Southeast Community Facility Commission**. Beginning three (3) months after the Commencement Date and each three (3) months thereafter, Licensee will complete the form attached as **Exhibit H** [Reporting Form] as Licensee’s quarterly written report to the Southeast Community Facility Commission. A knowledgeable officer of Licensee’s management will attend a Southeast Community Facilities Commission meeting to present and discuss each quarterly report within thirty (30) days of the due date of such report.
   4. **Special Administrative Charges**. Without limiting City’s other rights and remedies set forth in this License, at law, or in equity, if Licensee **(i)** constructs or installs any Alteration without City’s written approval as required by Section 10 [No Alterations Without City’s Prior Written Approval] of this License, **(ii)**  fails to provide evidence of the required insurance coverage described in Section 18 [Insurance] above on a timely basis, or **(iv)** intentionally omitted, then, upon City’s written notice of such failure or unauthorized action, Licensee will pay to City, the amount specified in the table below in consideration of City’s administrative cost and expense in providing notice or performing inspections. If Licensee fails to provide the necessary document within the time period set forth in such notice, and City may terminate this License.

| Violation | License Section | Initial inspection and/or notice | Follow up inspection and/or notice |
| --- | --- | --- | --- |
| Installation of Alterations that are not approved by City | 10 | $700.00 | $800.00 |
|  |  |  |  |
| Failure to obtain/maintain insurance | 18 | $600.00 | $700.00 |
| Failure to fulfill Licensee’s Reporting Obligations | 29(b) | $500.00 | $600.00 |

The Parties agree that the charges set forth in this Section represent a fair and reasonable estimate of the administrative cost and expense that City will incur in connection with providing notices or performing inspections as set forth above and that City’s right to impose the foregoing charges is in addition to and not in lieu of any and all other rights under this License, at law or in equity. The administrative charges set forth in this Section 29 will be increased on each Adjustment Date by three percent (3%).

1. **Notices**. Except as otherwise expressly provided in this License, any notices given under this License will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

|  |  |
| --- | --- |
| City: | San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, California 94102 Attn: Real Estate Director  Re: 1550 Evans Avenue – Community Hub Telephone: (415) 487-5210 Email: [RES@sfpuc.org](mailto:RES@sfpuc.org) |
| With a copy to: | Southeast Community Facilities Commission  1550 Evans Avenue San Francisco, California 94124 Attn: Executive Director  Telephone: (415) 821-2043 Email: [ERogersPharr@sfpuc.org](mailto:ERogersPharr@sfwater.org) |
| and to: | Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group  Re: 1550 Evans Avenue – Community Hub |
| Licensee: | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: (\_\_\_) \_\_\_-\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |

Notices under this License will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the Parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the Parties.

1. **Severability**. If any provision of this License or the application of a provision of this License to any person, entity, or circumstance is invalid or unenforceable, the remainder of this License, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this License will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.
2. **Cooperative Drafting**. This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have this License reviewed and revised by legal counsel. No party will be considered the drafter of this License, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this License.
3. **General Provisions**. **(a)** This License may be amended or modified only by a writing signed by City and Licensee. **(b)** No waiver by any party of any of the provisions of this License will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. **(c)** The exhibits referenced in and attached to this instrument are incorporated into this License. **(d)** This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. **(e)** The Section and other headings of this License are for convenience of reference only and will be disregarded in the interpretation of this License. **(f)** Time is of the essence in all matters relating to this License. **(g)**This License is governed by California law and City’s Charter. **(h)** If either party commences an action against the other or a dispute arises under this License, the prevailing party will be entitled to recover from the other reasonable attorneys’ fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys’ fees of City will be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City’s use of its own attorneys. **(i)** If Licensee consists of more than one person then the obligations of each person will be joint and several. **(j)** Licensee may not record this License or any memorandum of this License. **(k)** Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. **(l)** Any sale or conveyance of the property burdened by this License by City will automatically revoke this License. **(m)** Notwithstanding anything to the contrary contained in this License, no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC has been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any of City’s obligations or liabilities pursuant to or under this License are contingent upon enactment of such a resolution, and this License will be null and void if, at its sole discretion, the SFPUC does not approve this License. **(n)** Each of the persons executing this License on Licensee’s behalf do hereby represent and warrant that Licensee is a duly formed or organized (as applicable) and validly existing entity under the laws of California, that Licensee is in good standing and qualified to do business in California (and covenants to maintain such status during the term of this License), that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City’s request, Licensee will provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. **(o)**Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City’s sole and absolute discretion. **(p)** Whenever this License requires City’s or the SFPUC’s consent or approval, the General Manager of the SFPUC, or his or her designee, is authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City’s Charter, or by the SFPUC’s Real Estate Guidelines. No consent, approval, election, or option will be effective unless given, made, or exercised in writing. **(q)** This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. **(r)** Use of the word “including” or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as “without limitation” or similar words, are used.

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*[SIGNATURES ON FOLLOWING PAGE]*

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| --- | --- |
| **LICENSEE:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **CITY**: | **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DENNIS J. HERRERA General Manager San Francisco Public Utilities Commission (Authority Pursuant to SFPUC Resolution No. 015‑ 0013)  Date: : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **APPROVED AS TO FORM**:  **DAVID CHIU** City Attorney  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Elizabeth A. Dietrich Deputy City Attorney |

**EXHIBIT A**

**Site Plan of the Building and the Property**

*[see attached]*

**EXHIBIT A-1**

**Floor Plan**

*[see attached]*

**EXHIBIT B**

**License Area**

*[see attached]*

**EXHIBIT C**

**Workstation Description**

*[see attached]*

**EXHIBIT D**

**Standard Utilities and Services**

The standards set forth below describe the basic utilities and services presently in effect for the Building. City reserves the right to adopt any nondiscriminatory modifications and additions to the standards that do not materially impair Licensee’s rights under this License or Licensee’s use of the License Area. City will give Licensee reasonable advance notice, in accordance with the provisions of this License, of any material modifications and additions, which will be subject to Licensee’s reasonable approval.

Subject to the terms and conditions of this License, City will provide the following basic utilities and services:

**A. Elevator**. Unattended automatic passenger elevator facilities serving the floor(s) on which the License Area are located, on a 24-hours a day, 7-days a week basis.

**B. Ventilation; Heating and Air-Conditioning**. Ventilation to the License Area, and air-conditioning and heating to the License Area in season, Monday through Friday, except holidays generally recognized in the City of San Francisco, from 7:00 a.m. to 6:00 p.m., and at the temperatures and in the amounts as City deems reasonably necessary for the comfortable occupancy of the License Area, subject to applicable Laws. No member of Licensee nor its Agents or Invitees may alter, adjust, tamper with, or in any manner affect the installations or facilities supplying climate control to the Building or the License Area.

**C. Electricity**. Electric current to the License Area on a 24-hours a day, 7-days a week basis, in a quantity as reasonably determined by City to service standard office lighting and normal fractional horsepower office machines. No member of Licensee nor its Agents or Invitees may connect any apparatus or device with wires, conduits, or pipes, or other means by which the services are supplied, for the purpose of using additional or extraordinary amounts of the services without City’s prior written consent. At all times, use of electric current by any member of Licensee or its Agents or Invitees may not exceed the capacity of feeders to the Building or the risers or wiring installation, except as provided in working drawings to City.

**D. Water**. Water available at current points of supply in public areas for drinking and lavatory purposes only, and on a 24-hours a day, 7-days a week basis.

**E. Janitorial Service**. Building standard janitorial service to the License Area on a 5‑days per week basis, Monday through Friday, except holidays generally recognized in the City of San Francisco, provided the License Area is kept reasonably in order by Licensee. Licensee will pay to City any cost incurred by City in excess of the services generally provided for other licensees in the Building. Licensee also will pay City the cost of removal of any of Licensee’s extraordinary refuse, recycling, or rubbish.

**F.** **Refuse.** Licensee will abide by all current and future composting, recycling, and refuse rules established by City.

**G. Pest Control.** Licensee will abide by all current and future pest control rules established by City

**EXHIBIT E**

**Rules and Regulations**

Licensee acknowledges and agrees that the Building is an open space concept collaborative building, and therefore, Licensee is solely responsible for securing, storing, and removing its equipment including laptops, cell phones, personal belongs, and confidential materials. City has no responsibility for theft or damage of any kind for any such equipment and materials.

Licensee may not obstruct the sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building or use them for any purpose other than for ingress to and egress from the License Area. City retains the right to control and prevent access to the halls, passages, exits, entrances, elevators, trash collection area, and stairways that are not for the use of the general public, and City retains the right to control and prevent access of all persons whose presence in City’s judgment would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, but that nothing in these Rules and Regulations may be construed to prevent access to persons with whom Licensee normally deals in the ordinary course of its business, unless those persons are engaged in illegal activities. Licensee may not go on the roof of the Building.

No sign, placard, picture, art, name, advertisement, or notice may be installed or displayed by Licensee on any part of the outside or inside of the Building, the Common Areas, or the License Area without City’s prior written consent. At Licensee’s expense and without notice, City may remove any item installed or displayed in violation of this rule. All approved items will be printed, painted, affixed, or inscribed at Licensee’s expense by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

The License Area and Common Areas may not be used by Licensee for lodging of any kind.

Licensee may not cook or permit cooking on the License Area, except that Licensee’s use of City pre-approved appliances such as Underwriters’ Laboratory-approved portable equipment for brewing coffee, tea, hot chocolate, and similar beverages is permitted if done in accordance with all applicable Laws.

Licensee will not employ any person or persons other than City’s janitor to clean the License Area, unless City otherwise agrees in writing. Except with City’s written consent, no person or persons other than those approved by City, which approval may be conditioned on prior proof of appropriate insurance, will be permitted to enter the Building to clean the License Area or provide other services. Licensee will not cause any unnecessary labor because of Licensee’s carelessness or indifference in the preservation of good order and cleanliness and will follow all instructions for the disposal of refuse.

Licensee will not employ any person or persons other than City’s maintenance staff to repair the License Area or the furniture unless City otherwise agrees in writing, which approval may be conditioned on prior proof of appropriate insurance. Except with City’s written consent, no person or persons other than those approved by City will be permitted to enter the Building for any addition, alteration, or repair of the License Area. Licensee will not cause any unnecessary labor because of Licensee’s carelessness or indifference in the preservation of good order and appropriate use of the Building systems.

City will furnish Licensee with two (2) initial keys to the License Area, free of charge. City may make a reasonable charge for additional keys and for having locks changed. Licensee will not make or have made additional keys without City’s prior written consent, which consent will not be unreasonably withheld or delayed. Licensee will not alter any lock or install any new or additional locking devices without City’s prior written consent. All locks installed in the License Area, excluding Licensee’s vaults and safes, or special security areas (which will be designated by Licensee in a written notice to City), will be keyed to the Building master key system. City may make reasonable charge for any additional lock or any bolt (including labor) installed on any door of the License Area. Licensee, on the termination of its tenancy, will deliver to City all keys to doors in the License Area. If Licensee loses any keys, Licensee will pay City for the cost of re-keying the License Area and, if necessary, the Building.

Licensee will schedule with City, by written notice given no less than five (5) business days in advance, its move into or out of the Building. Moving may occur only on weekend days unless otherwise permitted by City. Licensee will reimburse City on demand for any additional security or other charges incurred by City as a consequence of Licensee’s moving. The persons employed by Licensee to move equipment or other items in or out of the Building must provide insurance in advance, acceptable to City naming City as an additional insured

All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be through the doors and at the times as City may designate. For deliveries to the Building, Licensee may not obstruct or permit the obstruction of the Common Areas, and at no time may Licensee park vehicles in the loading or parking areas except for immediate loading and unloading purposes.

Licensee is responsible for adequately protecting the floors, corners, and corridor walls used in the delivery or moving of merchandise, equipment, materials, supplies, furniture, or other items brought into or out of the Building. Licensee will only use hand-trucks in the License Area or the Common Areas of the Building that are equipped with rubber tires and side guards. No vehicles of any kind may be brought by Licensee into the Building or kept in or about the License Area. If considered necessary by City, City may require floor protection of a thickness necessary to properly distribute the weight of the objects. City will not be responsible for loss of or damage to any of Licensee’s property from any cause. All damage done to the Building by any delivery or moving Licensee’s property or merchandise will be repaired at the expense of Licensee.

Licensee may not use or keep in the License Area or the Building any kerosene, gasoline, or flammable, combustible, or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Licensee will not use, keep, or permit or suffer the License Area to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building because of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business in the Building.

City reserves the right to exclude from the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays, and legal holidays all persons who do not present a pass to the Building signed by City and properly in the possession of the person presenting the pass. City will furnish passes to persons as requested by Licensee in writing. Licensee will be responsible for all persons for whom it requests passes and will be liable to City for all acts of those persons. City will in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering action advisable in City’s opinion, City reserves the right to prevent access to the Building by any action as City may deem appropriate, including closing any doors in the Building.

The directory of the Building will be provided for the display of the name and location of occupants. City reserves the right to exclude any names from the directory. City must approve any additional name that Licensee desires to place on the directory and, if so approved, a charge will be made for each name.

Licensee may not cut or bore holes for wires in the partitions, woodwork, or plaster of the License Area. Licensee may not affix any floor covering to the floor of the License Area in any manner except as approved by City.

No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings or decorations may be attached to, hung or placed in, or used in connection with any window of the Building without City’s prior written consent.

Licensee will ensure that the doors of the License Area are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Licensee leaves the License Area each day, to prevent waste or damage. For any Licensee default or carelessness, Licensee will pay for, repair, or otherwise compensate for all injuries and damages sustained by other occupants or occupants of the Building or City. On multiple-tenancy floors, all occupants will keep the doors to the Building corridors closed at all times except for ingress and egress, and all occupants. Licensee will at all times comply with any rules or orders of the fire department with respect to ingress and egress.

The toilet rooms, toilets, urinals, wash bowls, and other apparatus may not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever may be deposited in them. The expense of any breakage, stoppage, or damage resulting in any violation of this rule will be borne by Licensee.

Except with City’s prior written consent, Licensee may not store, sell, or permit the sale from the License Area of, or use or permit the use of any sidewalk or Common Areas for the sale of, newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise. Licensee may not carry on, or permit, or allow any employee or other person to carry on, any business in or from the License Area or any other portion of the Building for the service or accommodation of occupants, and the License Area may not be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in this License.

Licensee may not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building or in the Common Areas. Licensee will not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

Licensee will store all its trash and garbage within the License Area. No materials may be placed in the Common Area, Common Area trash boxes or receptacles. If the materials are of a nature that it may not be disposed of in the ordinary and customary manner of recycling, removing and disposing of trash and garbage in the City of San Francisco (for example batteries), Licensee, at its cost, is responsible for such disposal.

Canvassing, soliciting, peddling, or distribution of handbills or any other written material in the Building is prohibited and Licensee will cooperate to prevent the forgoing.

Upon City’s request (which request need not be in writing), Licensee will immediately reduce its lighting and equipment for temporary periods designated by City, when required in City’s judgment to prevent overloads of the mechanical or electrical systems of the Building.

City reserves the right to select the name of the Building and change of name as it deems appropriate from time to time, and Licensee will not refer to the Building by any name other than **(a)** the name as selected by City (as the same may be changed from time to time), or **(b)** the postal address approved by the United States Post Office. Licensee will not use the name of the Building in any respect other than as an address of its operation in the Building without City’s prior written consent.

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

No vending machine may be maintained or operated within the License Area or the Building without City’s prior written consent.

All incoming mail and package deliveries will be received at the area in the Building designated by City for that purpose and distributed through means established by City. No messenger or other delivery personnel will be permitted to enter any area of the Building other than the area designated by City for the pick-up and receipt of deliveries.

City reserves the right to exclude or expel from the Building any person who is, in City’s judgment, intoxicated or under the influence of alcohol or other drug, or who is in violation of any of these Rules and Regulations of the Building.

No animal or bird is permitted in the License Area or the Building, except for trained service animals when in the company of their masters.

The requirements of Licensee will be attended to only on request received by telephone or writing or in person at the management office of the Building. City employees will not perform any work or do anything outside of their regular duties unless under special instructions from City.

City may waive any one or more of these Rules and Regulations for the benefit of any particular licensee or tenant, but no waiver by City may be construed as a waiver of these Rules and Regulations in favor of any other licensee or tenant or prevent City from later enforcing any Rules and Regulations against any or all of the occupants of the Building.

Wherever the word “tenant” or “Licensee” occurs in these Rules and Regulations, it means tenant’s or Licensee’s associates, agents, clerks, employees, and visitors. Wherever the word “City” occurs in these Rules and Regulations, it means City’s assigns, agents, officers, employees, and visitors.

These Rules and Regulations are in addition to and will not be construed in any way to modify, alter, or amend, in whole or part, the terms, covenants, agreements, and conditions of the License of the License Area in the Building.

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

Licensee will be responsible for the observance of all the Rules and Regulations by Licensee’s employees, agents, clients, customers, invitees, and guests.

**EXHIBIT F**

**City Requirements**

1. **No Joint Ventures or Partnership; No Authorization**. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a State actor with respect to any activity conducted by Licensee on, in, or under the License Area. The giving of this License by City does not constitute authorization or approval by City of any activity conducted by Licensee on, in, or relating to the License Area.
2. **MacBride Principles – Northern Ireland**. The provisions of San Francisco Administrative Code Section 12F are incorporated into this License by this reference and made part of this License. By signing this License, Licensee confirms that Licensee has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
3. **Non-Discrimination**.

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

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

Non-Discrimination in Benefits. Licensee does not as of the date of this License and will not during the Term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

Condition to License. As a condition to this License, Licensee will execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (the “**CMD**”). Licensee represents that prior to execution of this License, **(i)** Licensee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and **(ii)** the CMD approved the form.

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

1. **Tropical Hardwoods and Virgin Redwood Ban**. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code Sections 802(b) and 803(b). Licensee will not, except as permitted by the application of Sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.
2. **Notification of Prohibition on Contributions**. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** the City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Licensee further acknowledges that **(i)** the prohibition on contributions applies to each Licensee; each member of Licensee’s board of directors, and Licensee’s chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and **(ii)**within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.
3. **Possessory Interest Taxes**. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on that interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this License or use of the License Area and to pay any other taxes, excises, licenses, license charges, or assessments based on Licensee's usage of the License Area that may be imposed on Licensee by applicable law. Licensee will pay all of the charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this License be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Licensee must provide a copy of this License to the County Assessor not later than sixty (60) days after the commencement date of this License, and any failure of Licensee to timely provide a copy of this License to the County Assessor will be a default under this License. Licensee also will timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

1. **Restriction on the Use of Pesticides**. Licensee will not use or apply or allow the use or application of any pesticide, as defined in Section 12753 of Chapter 2 of Division 7 of the California Food and Agricultural Code, on the License Area, or contract with any party to provide pest abatement or control services to the License Area. Licensee will comply with Chapter 3 of the San Francisco Environment Code.
2. **Prohibition of Tobacco Sales and Advertising**. Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed in the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Licensee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed in the License Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.
3. **Prohibition of Alcoholic Beverage Advertising**. Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.
4. **Drug-Free Workplace**. Licensee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City property, including the License Area. Licensee agrees that any violation of this prohibition by Licensee, its Agents, or Invitees will be a material breach of this License.
5. **Conflicts of Interest**. Through its execution of this License, Licensee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Licensee becomes aware of any such fact during the term of this License, Licensee will immediately notify City.
6. **Food Service and Packaging Waste Reduction**. Licensee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth. This provision is a material term of this License. Licensee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City’s rights under this License or otherwise for a breach of this Section, and are in addition to City’s rights and remedies under this License and at law or in equity.
7. **San Francisco Packaged Water Ordinance**. Licensee will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from City’s Department of the Environment. If Licensee violates this requirement, City may exercise all remedies in this License and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.
8. **Sugar-Sweetened Beverage Prohibition**. Licensee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this License.
9. **Public Records Disclosure**. City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Government Code Section 6250 et seq.) apply to this License and any and all records, information, and materials submitted to City in connection with this License. Any such records, information, and materials may be subject to public disclosure in accordance with such laws. Licensee authorizes City to disclose any such records, information, and materials submitted to City.
10. **GASB 87 License Accounting**. The Governmental Accounting Standards Board (“**GASB**”), an independent organization that establishes accounting and financial reporting standards for U.S. state and local governments, issued Statement 87 to improve certain reporting and accounting practices. Upon City’s request, Licensee agrees to complete a GASB checklist together with any other reasonably required information and provide the same to City in order to facilitate City’s collection and evaluation of information for City’s financial reporting purpose.
11. **Vaccination Policy**. Licensee will comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“**Emergency Declaration**”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“**Vaccination Policy**”), as those documents may be amended from time to time. Capitalized terms used in this Section and not otherwise defined in this License have the meanings ascribed to them in the Emergency Declaration or Vaccination Policy. The requirements stated in the Emergency Declaration and Vaccination Policy are material terms and conditions of this License, which include but are not limited to, the following:
12. Licensee will identify its Covered Employees who are or will be at the Premises, and will inform them of the COVID-19 vaccination requirements stated in City’s Vaccination Policy and the Emergency Declaration.
13. Licensee will maintain a list of its Covered Employees by name and position, which list must not include the employees’ vaccination status. Licensee will update the list as needed to show all current Covered Employees, and Licensee will provide that list to City on request.
14. Licensee will be responsible for determining the vaccination status of any Covered Employees working for any sublicensees under this License. Licensee will ensure that its covered subtenants submit required information to Licensee respecting their compliance with the Vaccination Policy.
15. Licensee previously submitted to City the Attestation Form confirming its compliance with the Vaccination Policy, including Attachment A thereto respecting any medical or religious vaccination exemptions granted to its Covered Employees. Licensee will submit an updated Attachment A if Licensee assigns a new Covered Employee to work in the Premises who is eligible for an exemption under the Vaccination Policy.
16. Licensee will coordinate with the City to confirm that City can safely accommodate at the Premises any Covered Employee for whom Licensee has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

**EXHIBIT G**

**Reporting Requirements**

**[To be added based on specifics of the Licensee’s RFP proposal]**

**EXHIBIT H**

**INTERNET USAGE RULES AND REGULATIONS**

The Building is equipped with limited Wi-Fi capabilities managed by a third-party contractor. All usage of the City Wi-Fi at the Building will be in accordance with the Children’s Internet Protection Act (<https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>) (“**CIPA**”), which generally limits content over the internet, which among other items, is inappropriate for minors. Licensees are subject to the same standards expected in a library or professional workplace regarding internet use. Internet access is provided solely for the Licensee's use in the conduct of its Permitted Use as defined in Section 5.1 (Permitted Use) of the License and the occasional and required use by the recipient of Licensee’s services.

Licensee will faithfully comply with both these City’s rules and regulations, which the City and CIPA (together “**Internet Usage Rules and Regulations**”) may amend from time to time. Failure to comply with the Internet Usage Rules and Regulations will be a default under the License. City and its third‑party contractor will have the right to take all actions to terminate Licensee’s internet access immediately.

City and its third-party contractor will not be responsible for the non-performance of the Internet Usage Rules and Regulations by any other tenant or occupant of the Building. City and its third‑party contractor will not be responsible for any outages or interruptions in internet service. City and its third-party contractor make no guarantee about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from the use of the Building’s internet service, network, or accounts. City and its third-party contractor will not be responsible for the accuracy or quality of the information obtained through Licensee access to the Building’s internet services. Any statement accessible on the computer network or the internet is understood to be the author's individual point of view and not that of the City and its third‑party contractor, affiliates, or employees.

1. Licensee will be limited to three (3) gigs of usage per month. Usage above this amount will be at City’s option and at Licensee’s cost.
2. Licensee will be solely responsible for the cost of connecting to the Building’s internet systems.
3. Licensee will not share passwords or allow anyone other than Licensee’s employees to access the Building’s internet systems. Personal use of the Building’s internet systems, such as streaming movies, is strictly prohibited.
4. Licensee will be responsible for the costs to correct, repair, or restore the Building’s internet systems caused by Licensee’s downloading of malware, including ransomware.
5. Licensee will not use the internet connections for nefarious purposes nor access to offensive materials, including but not limited to pornography, obscene material, and other material that may be harmful to minors. City may also block or filter other content deemed inappropriate, lacking educational or work-related content, or posing a threat to the network.
6. Licensee will not use any website, application, or methods to bypass network filtering or perform any other unlawful activities.
7. City, in the enforcement of the Internet Usage Rules and Regulations, reserves the right to monitor Licensee’s online activities and reserves the right to access, review, copy, store, or delete any electronic communications or files. Licensee will have no right to privacy while using the Building’s internet systems--including emails, cookies, and internet history.
8. City reserves the right to disclose any electronic activity, including electronic communications, to law enforcement officials or third parties, as appropriate and consistent with applicable law. City will fully cooperate with local, state, or federal officials in any lawful investigation concerning or relating to any illegal activities conducted through the Building’s internet systems.
9. Licensee may not engage in any of the activities prohibited by this policy when using or accessing the Building’s internet systems. If Licensee is uncertain whether the behavior is prohibited, they should contact SECC staff.
10. City reserves the right to take immediate action regarding activities that (a) create security and/or safety issues for the SECC staff, visitors, tenant partners, SECC network or computer resources, or (b) expends internet capacity on content SECC determines lacks legitimate purpose towards SECC mission and values, or (c) the City determines are inappropriate.
11. City reserves the right to establish additional usage protocols, including mandatory password changes

Below is a non-exhaustive list of examples of prohibited behavior:

1. Causing harm to others, damage to their property or City property, such as:

* Using, posting, or distributing profane, lewd, vulgar, threatening, or abusive language in any digital messaging platforms (email, instant, etc.) or professional social media sites.
* Accessing, using, posting, or distributing information or materials that are pornographic or otherwise obscene, advocate illegal or dangerous acts, or advocate violence or discrimination. If Licensees inadvertently access such information, they should immediately sever their connection to said content and disclose the inadvertent access to SECC staff.
* Accessing, posting, or distributing harassing, discriminatory, inflammatory, or hateful material, or making damaging or false statements about others.
* Sending, posting, or otherwise distributing chain letters or engaging in spamming; illegal acquisition of other visitors’ information.
* Damaging computer equipment, files, data or the Building’s internet systems in any way, including spreading computer viruses, vandalizing data, software or equipment, damaging or disabling others’ electronic property, or engaging in conduct that could interfere or cause a danger of disruption to the Building’s programming or business environment;
* Using the Building’s internet systems in a manner that interferes with the appropriate use by Building visitors or the job duties of SECC or City staff or other tenants.
* Downloading, posting, reproducing, or distributing music, photographs, video, or other works in violation of applicable copyright laws. Any music, photographs, and/or video should only be downloaded by Licensee during and for their job duties, and not for personal purposes. If a work specifies how that work may be used, the user should follow the expressed requirements. If Licensees are unsure whether they can use a work, they should request permission from the copyright or trademark owner.

2. Gaining or attempting to gain unauthorized access to the Building’s internet systems or any third party’s computer system, such as:

* Malicious tampering, phishing, or hacking activities.
* Intentionally seeking information about passwords belonging to other licensees.
* Modifying passwords belonging to other licensees.
* Attempting to log in through another person's account.
* Attempting to gain access to material that is blocked or filtered by City.
* Accessing, copying, or modifying another user’s files without authorization.
* Using the password or identifier of an account that does not belong to the user; or
* Engaging in uses that jeopardize access into others’ accounts or other computer networks.

3. Using SECC’s Internet Systems for commercial purposes, such as:

* Using SECC’s Internet Systems for personal financial gain.
* Conducting for-profit business activities, personal advertising, or other business communications not directly related to Licensee’s Permitted Use.
* Using the Building’s internet systems on behalf of any elected official, candidate, candidates, slate of candidates, or a political organization or committee.

4. Engaging in criminal or other unlawful activities