



SPECIALTY RETAILING PROGRAM  
Short Term Lease Agreement

METREON

101 Fourth Street, San Francisco, CA 94103

This Short Term Lease Agreement (this "Lease"), is dated as of \_\_\_\_\_, 2008 (the "Effective Date"), between Westfield, LLC, a Delaware limited liability company, in its capacity as agent for Westfield Metreon LLC and FC Metreon, LLC, with offices at 11601 Wilshire Blvd., 11<sup>th</sup> Floor, Los Angeles, California 90025 ("Lessor") and \_\_\_\_\_ ("Lessee"). Lessor hereby grants Lessee the right to use certain space known as \_\_\_\_\_ (the "Premises") in the Westfield Metreon located at the above listed address (the "Shopping Center"), for the purpose of \_\_\_\_\_ ("Permitted Use") and for no other purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Permitted Use. Lessee shall have the right to use the Premises for the Permitted Use expressly conditioned upon payment of all Rent as set forth herein and all other terms and conditions set forth in this Lease.

2. Term. The term for this Lease shall commence \_\_\_\_\_ and shall expire on \_\_\_\_\_ (the "Term"), unless earlier terminated as set forth in this Lease.

3. Rent. Lessee agrees to pay Lessor a rental amount equal to \_\_\_\_\_ (the "Rent") for the right to occupy the Premises. Such Rent shall be paid without notice, demand, abatement, deduction or offset (except as otherwise expressly provided in this Lease). If any portion of the Rent is not received by Lessor when such amount is due, Lessee shall pay to Lessor, a late charge of \$250.00. Lessee shall pay the Rent to the Lessor as follows:

- a. A first payment in the amount of \_\_\_\_\_ 50% \_\_\_\_\_ shall be due and payable on \_\_\_\_\_ 7 days from Lease Creation \_\_\_\_\_.
- b. A second payment in the amount of \_\_\_\_\_ 50% \_\_\_\_\_ shall be due and payable on \_\_\_\_\_ 15 days from Term Date \_\_\_\_\_.

4. Additional Rent. In addition to the Rent, Lessee shall also pay to Lessor the following amounts, to the extent applicable (collectively, "Additional Rent"): \$XXX for electrical/power, XXX for wired internet, \$XXX for security and \$XXX for trash. Payment in the amount of \$XXX shall be due and payable on \_\_\_\_\_ 15 days from Term Date \_\_\_\_\_. Any additional charges associated with extra custodial, engineering, and/or security services will be invoiced based on demand and payable within ten (10) days of the Event.

5. Lessee shall provide to Lessor a security deposit in the amount of \$ \_\_\_\_\_ (the "Security Deposit") prior to entering the Premises. It is agreed that upon completion of the use of the Premises, the property manager or leasing manager shall inspect the Premises, and assess any and all damages to Lessor's property or businesses caused by Lessee. If the Premises are found to be in the condition in which they were provided to Lessee, the Security Deposit will be returned in full to Lessee. If, on the other hand, there are damages to the Premises, the cost of repairing such damages will be deducted from the Security Deposit and the remainder will be returned to Lessee, and to the extent the cost of repair exceeds the amount of the Security Deposit, Lessee shall promptly pay Lessor for the shortfall.

6. Installation; Maintenance and Repair. To the extent applicable to Lessee's use of the Premises, Lessee shall install, at its sole cost and expense, all equipment and facilities necessary for the Permitted Use. Lessee, at its sole cost and expense, shall repair, replace and maintain in good condition all portions of the Premises. Lessor shall not be liable for any installation or maintenance costs and expenses whatsoever.



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7. Lessee's Employees. Lessee shall staff the Premises during the hours of **Event Hours**. Lessee shall ensure that all of its personnel, if any, at the Premises maintain a clean appearance and are at all times properly behaved and qualified and trained to carry out their duties and responsibilities in accordance with all laws, ordinances and the rules and regulations for the Shopping Center attached hereto as Exhibit A (the "**Rules and Regs**").

8. Parking. Lessee and its employees, personnel and representatives shall be entitled to park their vehicles in the parking areas designated by Lessor at the Shopping Centers.

9. Surrender. Prior to the expiration or date of earlier termination of this Lease, Lessee shall (i) remove all of its personal property, signs, sets, displays and equipment from the Premises and the Shopping Center, (ii) remove all telephone and data cabling installed by or on behalf of Lessee, (iii) restore the Premises to the condition in which the Premises existed prior to installing of such personal property, signs, sets, displays and equipment, subject to ordinary wear and tear, (iv) repair all damage caused by or in connection with Lessee's compliance with the obligations contained in this Section 9, (v) pay the Rent and other sums due and payable or outstanding; and (vi) surrender to Lessor the Premises, broom-clean and in good condition.

10. Indemnity. Lessee shall defend, indemnify and hold harmless Lessor, its agents, affiliates, members and employees, and any department store operating within the Shopping Center, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by Lessee or any of its affiliates, members, employees, agents, personnel and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of Lessor, its employees, affiliates, members and agents.

11. Compliance. Lessee agrees that it has read and understands the Rules and Regs and agrees and shall cause its employees, agents, personnel and representatives to abide by the same, as such Rules and Regs may be amended from time to time by Lessor. This Lease is granted upon the express condition that Lessee and its employees abide by each and every one of such Rules and Regs. Lessee further agrees to comply with all applicable laws of the town, city, county, state and federal governments or any other public authority.

12. "As-Is"; Release.

a. Lessee acknowledges that it has inspected the Premises (or will inspect the Premises prior to commencement of its business operations), observed no dangerous conditions, accepts the Premises "as is", and assumes all risk of injury or damage to Lessee's person or property, in connection with Lessee's use of the Premises regardless of the condition thereof.

b. Lessee expressly waives all rights, if any, to assert any claims against Lessor, Westfield U.S. Holdings, LLC, Westfield America, Inc. and any and all of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees for damage, destruction or loss of any equipment, supplies, cash (or other evidence of customer debt such as checks or credit card receipts) upon the Shopping Center or, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury or death or other loss, provided, however, such loss or damage is not due to the gross negligence or willful misconduct of Lessor or any of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees. Lessee accepts all responsibility for any injury or public liability incurred as a direct result of their display or fixtures or business operations.

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13. Security. Lessor shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Lessee. Any Lessee requiring security within the Premises must do so at Lessee's expense and utilize a security company approved by Lessor's representative. Notwithstanding the foregoing, Lessee acknowledges that Lessor may provide security at the Shopping Center to protect Lessor's interest in the Shopping Center.

Insurance. Lessee must provide written evidence of public liability insurance for the Premises with a reputable insurance company acceptable to Lessor for at least the above-listed dates in the amount of \$500,000/Property Damage Liability per occurrence and General Liability \$1,000,000 per occurrence, \$2,000,000 in the aggregate. A certificate of insurance listing the following entities as an additional insured must be supplied prior to the commencement of Lessee of its business activities at each Shopping Center: *“Westfield America, Inc., Westfield Metreon LLC, FC Metreon, LLC, City and County of San Francisco, San Francisco Redevelopment Agency, and Westfield Corporation, Inc., and any and all of their respective parents, partners, subsidiaries and affiliates, together with any mortgagee from time to time of the Landlord's interest, are named as an additional insured, as their interests may appear.”* Lessee must provide Statutory Worker's Compensation insurance as required by the laws of the state in which this Lease is in effect.

14. Events of Default; Termination.

a. The occurrence of any of the following shall constitute a default and material breach of this Lease by Lessee:

- i. Any failure by Lessee to pay the Rent, and additional fees or other charge required to be paid under this Lease when due; or
- ii. Any failure by Lessee to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Lessee where such failure continues for twenty-four (24) hours after written notice from Lessor to Lessee; provided that if the nature of such default is such that the same cannot reasonably be cured within twenty-four (24) hours, Lessee shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure such default with due diligence in no event to exceed ten (10) days after written notice thereof from Lessor to Lessee specifying the particulars of the default; or
- iii. Abandonment or vacation of the Premises by Lessee; or
- iv. In the event that proceedings in bankruptcy or insolvency are instituted by or against Lessee, or a receiver is appointed, or if any substantial part of the assets of Lessee is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

b. In the event of a default by Lessee, Lessor in addition to any other remedies available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person may: (1) declare the Term hereof ended and re-enter the Premises and take possession thereof and



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remove all persons therefrom, and Lessee shall have no further claim thereon or hereunder; and (2) even though it may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises. If the Lease is terminated hereunder due to a breach by Lessee, no payment received by Lessor shall be returned to Lessee.

c. This Lease is terminable at the will of the Lessor at its sole discretion upon seven (7) days written notice sent to the Lessee’s address set forth above. If the Lease is terminated at the option of Lessor without any default of Lessee, Lessor shall refund to Lessee the pro-rata amount of the Rent for the remaining portion of the Term.

15. Assignment. This Lease may not be assigned or otherwise transferred by Lessee.

16. Landlord’s Right to Relocate Premises. For purposes of for cleaning, repairs, construction, alterations or improvements to the Shopping Center, Lessor shall have the right to relocate the Premises to another part of the Shopping Center by notifying Lessee in writing. Lessee shall relocate its Premises to another location mutually agreeable by the parties within five (5) days after receipt of notice from Lessor. The new premises shall be substantially the same in size, décor and nature as the Premises and shall be placed in such condition by Lessor at Lessor’s sole cost.

17. Notices. Wherever in this Lease it shall be required or permitted that notice be given or served by either party to this Lease to or on the other, such notice, shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed to the parties at the addresses set forth above. Either party may change such address by written notice sent by certified or registered mail.

18. Signage. The content, dimensions and location of all signage used by Lessee to promote the Permitted Use shall be previously approved by Lessor.

19. Arbitration; Governing Law. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the “Rules”). Any such arbitration proceedings shall be conducted before a sole neutral arbitrator, who shall be selected by Lessee and Lessor in accordance with the Rules. The place of arbitration shall be Los Angeles, California. Judgment on any award rendered by such arbitrator may be entered in any court having jurisdiction thereof. This Lease shall be construed in accordance with the laws of the State of California pertaining to contracts made and performed entirely therein.

20. Miscellaneous.

a. The invalidity or unenforceability of any particular provision(s) of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

b. During the performance of this Lease, the parties hereto hereby incorporate by reference the provisions set forth in 41 C.F.R. § 60-1.4, § 60-250.5 and § 60-741.5, which provisions apply to all nonexempt contractors and vendors.



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c. Any conflict between the terms of this Lease and the terms of any Rules and Regs, the terms of this Lease shall control.

d. If any action is brought by either party against the other party, relating to or arising out of this Lease, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term **"attorneys' fees"** or **"attorneys' fees and costs"** shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 21(d) shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

e. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, negotiations, brochures, arrangements, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein.

f. Except to the extent required by Law, including, without limitation, reporting and disclosure requirements under applicable securities laws, and except as reasonably necessary in the normal course of dealing with a party's employees, officers, directors, investors and prospective investors, attorneys, accountants, banks, lenders, advisors, and other representatives (all of whom will be required to honor the confidentiality of such information), neither party shall disclose the economic terms of this Lease or any material information regarding the Premises to any person without the prior consent of the other party hereto.

g. This Lease may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.

[SIGNATURES ON THE FOLLOWING PAGE]



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**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
<p>WESTFIELD METREON LLC, a Delaware limited liability company, as tenants-in-common  By: Westfield America Limited Partnership, a Delaware limited partnership, its sole member  By: Westfield U.S. Holdings, LLC, a Delaware limited liability company, its general partner  FC METREON, LLC, a Delaware limited liability company, as tenants-in-common  By: FC Victoria Gardens-C, Inc., a California corporation, its sole member</p> <p>DATE: _____</p> <p>BY: _____</p> <p>TITLE: _____</p>	<p>_____</p> <p>DATE: _____</p> <p>BY: _____</p> <p>TITLE: _____</p>

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## EXHIBIT A

# METREON

## CITY VIEW Rules and Regulations

- I. INTRODUCTION
- II. AVAILABILITY
- III. FACILITIES
- IV. ABOUT THE SHORT TERM LEASE AGREEMENT
- V. PRINTED MATERIALS
- VI. TENANT/GUEST ARRIVALS
- VII. EVENT LOGISTICS
- VIII. LOAD-IN and LOAD-OUT
- IX. CATERING
- X. GENERAL POLICIES
- XI. LICENSES & INSURANCE

### I. INTRODUCTION

All Tenants holding events at Metreon, including Tenant's sub-contractors and vendors, are required to respect the Center's Rules and Regulations.

#### **Statement of Purpose**

Metreon is committed to making CITY VIEW available for private use by corporations, associations and organizations on a space-available basis in the manner described in these guidelines. Events will not be allowed that, in the judgment of Metreon Management, could disrupt or conflict with the primary use of the building as a public entertainment center.

Metreon will review applications on a case-by-case basis for consistency with this policy. Such use on the part of the Tenant would constitute grounds for cancellation of the event and forfeiture of any deposit fee remitted.

\*\*Political events or celebrations of any kind, including but not limited to fundraising events and rallies, are not permitted in the CITY VIEW space.

### II. AVAILABILITY

#### **Reservations**

- Reserved dates are not considered confirmed until the signed Short Term Lease Agreement and non-refundable reservation deposit has been received.



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Agreement along with the deposit to the Metreon Event Management Office. If the reservation deposit or the signed Short Term Lease Agreement is not received within the fifteen (15) day period, the reservation will be released.

- Security deposit: A \$2,000 security deposit is required for events in CITY VIEW space. Any costs to repair, damages or cleaning charges incurred by Metreon will be deducted from this amount and the balance refunded. Expenses over \$2,000 will be additionally billed. For events requiring extensive staging needs or unusual requirements, an increased security deposit may apply.
- Balance: The balance of rent is due fifteen (15) days prior to the event or the date of the contract execution, whichever date is closer to the event. The event is subject to cancellation if payment is not received on time.
- Additional fees will be charged for the following: holiday use, Metreon labor, AV technician(s), additional use hours, Gallery Guides, extensive power or phone needs, supplemental dumpsters or security, unusual event requirements, or storage. Metreon Event Management will provide estimates upon request, unless billing is for unanticipated costs incurred by Metreon as stipulated in this Agreement.
- Tenant is fully responsible for damage to or loss of Center property and will be billed accordingly.

**Cancellation**

- Cancellation of the event by Tenant after contract execution will result in forfeiture of all fees paid.
- Metreon Management reserves the right to cancel the event, if the facilities are, in the sole judgment of an authorized official of the Center, rendered unsuitable for the presentation of the event due to fire or other calamity, act of God, labor dispute, notice of violations by any city, county or other government agency, or any other occurrences beyond the control of the Center. In the event of such cancellation, Tenant will not be liable for payment of fees for canceled programs, nor will Metreon have any further liability or obligations with regard to said canceled programs.
- Should such action by Metreon Event Management become necessary, Metreon Event Management guarantees that it will provide suitable time(s) for re-scheduling or make arrangements to refund all deposits/fees.
- Alcoholic beverages may not be served to anyone who cannot provide valid photo identification that he or she is at least 21 years of age. If at any time Metreon staff deems alcohol consumption at the Event to be excessive, Metreon has the right to immediately close down all alcohol service, close the Venue, and/or evict guests from the facility. Any illegal activity will be reported to the San Francisco Police Department and handled accordingly.
- Metreon Event Management retains the right to cancel an event at any point if Tenant fails to comply with the Center's established rules and regulations. Such cancellation shall result in the forfeiture of all fees paid and the event will not be rescheduled.
- Metreon Event Management retains the right to revoke permission to use its facilities when in its sole judgment, an event would jeopardize the Center. In such instance, as much notification as possible will be provided and all fees will be refunded.

**V. PRINTED MATERIALS**

**Approval Process**

- The content of all printed material relating to the event, including invitation copy, programs, electronic text and any promotional material, is subject to Metreon's approval. Such materials must be submitted to the Meetings and Events Office for review and approval before printing.
- Metreon's name or the name of the designated space where the event will be held, including logos cannot be used in conjunction with an event without permission from the Center.

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- Tenant is permitted to use Metreon's name to announce the location of the event, but may not make claims that Metreon is in any way sponsoring or hosting the event.
- Announcements and advertising for event promotional purposes are not permitted prior to signing the Short Term Lease Agreement.
- Invitations must state "no one permitted under the age of 21" if alcohol is being served at the event.

## VI. TENANT/GUEST ARRIVALS

### Parking

- Public Parking is available
- Tenant must inform the Center if they will be using valet parking at least ten (10) days prior to the Event.
- Metreon is located next to the 5<sup>th</sup> & Mission Garage. It is the largest public parking structure in the city and it is open 24 hours a day.
- Parking is not permitted in the Metreon/Marriott Loading dock area.

### Check-in

- Center security personnel or staff will not collect invitations or verify guest lists.
- Tenant must provide hosts/hostesses at the entrance to the special event to greet guests, collect invitations, etc. The group's hosts/hostesses should arrive 45 minutes to an hour before the announced starting time of the event, to prepare the check-in table. They should remain in attendance throughout the event.
- Guests under 21 years of age may not enter an event where alcohol is being served.
- Doors will open to guests at time specified on final walkthrough. Early arrivals will not be accommodated.

## VII. EVENT LOGISTICS

### Approval Process

- Metreon Event Management must review and approve in advance all proposed logistical plans. Tenant must submit logistical plans, a list of all sub-contracted vendors and suppliers as well as a floor plan to Metreon Event Management indicating locations of all decor, tables, bars, musicians, floral arrangements, lighting, A/V equipment, displays, banners, signs, and/or other equipment. Metreon Event Management will not accommodate requests or logistical changes that arise less than fifteen (15) days before the event.
- Metreon Event Management reserves the right to reject plans that it deems to be hazardous or otherwise problematic to the safe and proper management of the premises or that affect the presentation of the building or the exhibitions.
- The Metreon Event Manager assigned to the event is the final authority on all proposed logistical plans.

### Premises Permit and Documents

- It is the Tenant's responsibility to get all the necessary permits required for your event. This may include, but is not limited to, fire, amplified sound, alcohol, and tenting permits. **All necessary permits for fire/alcohol are required to be submitted to Metreon Management no less than 10 days prior to Event day.**

### Site Visits

- Unannounced or unaccompanied vendors or individuals are not permitted to enter the Center or view Metreon's event spaces. Site visits may only be conducted with an event manager and are subject to

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Center availability. Appointments must be made through the Meetings and Events Office at (415) 357-4076 to conduct a site visit.

- METREON EVENT MANAGEMENT recognizes the importance of viewing the site during the event planning process. However, please keep these visits to a minimum by having all subcontractors join in one visit, rather than several.

### Pre-Event Walk-Through

- A pre-event walk through no later than fifteen (15) days prior to the event that includes the caterer and event planner(s) and other major subcontractors is required. All pre-event walk-throughs must be scheduled and conducted with a METREON EVENT MANAGEMENT event manager. All walk-throughs are subject to Center availability.

### Sub-contracted Vendors and Suppliers

- METREON EVENT MANAGEMENT must approve all vendors contracted for an event. Please submit a list of all vendors to your event manager for approval. Tenant is responsible for ensuring that all persons subcontracted for an event review and comply with the policies and procedures described in the contract.
- Tenant must submit a production timeline listing of all sub-contracted vendors and suppliers (i.e., caterers, florists, musicians, rental companies, etc.) involved in the event and their arrival times to the Meetings and Events Office.

### Open Flames

- METREON EVENT MANAGEMENT requires a copy of the receipt for the Application for Open Flame Permit issued by the San Francisco Fire Department prior to any event with open flames.

### Electrical

- **All house power must be turned on and off by Metreon Engineering staff only.** If power must be turned off after 10 PM, special arrangement must be made with Metreon Event Management.
- Tenant must submit all power requirements and electrical requirements for review at least 10 days prior to Event.
- Vendors must follow the guidelines set forth in the National Electric Code (NEC), specifically the section dealing with temporary power.
- Extension cords must be 3-pronged, UL listed. All other cords shall be of the grounded type. Home extension cords (with 2-pronged plugs) are not permitted.
- METREON EVENT MANAGEMENT does not provide extension cords, distro panels, safety mats, pigtails, gaffer's tape, etc.
- All cords must be properly managed and made safe for event guests.
- Particular attention must be paid to the placement and safety of all lighting, electrical and other production related equipment.
- Particular attention must be paid to the placement and safety of cords in front of doorways and emergency exits.
- All power and electrical requirements must be finalized during the final pre-event walk-through.
- Light trees must not lean against or touch the walls. They must be securely sandbagged or stanchioned off if located in guests' paths. The Center can provide stanchions upon request.
- Tape is not allowed on wood floors of CITY VIEW. Cords in these locations must be secured with black mats or cord covers.
- Tenant must provide an extra generator if Metreon's power capacity is determined to be insufficient.
- Electrical floor plans can be obtained from Metreon Event Management.

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### Metreon Equipment

- Vendors must bring their own equipment such as ladders, dollies, forklifts, hand trucks, etc. Metreon will not loan Metreon property to Tenant or Tenant's subcontractors.
- Caterer must provide all cocktail/dining tables, chairs, dishes, cooking implements, garbage cans and liners, cleaning supplies, dollies, hand trucks, etc.
- Metreon does not provide furniture or décor rentals for the CITY VIEW event space.
- Podium: Metreon's podium (without microphone and speakers) can be made available for events.
- **Phone lines: Eight analog phone lines (\$100 each) and one digital (T1) line (\$200) may be available for events. Arrangements for phone lines must be made at least fifteen (15) days prior to the event date. Telephones and cords are not available.**

### Audio-Visual Equipment

- Metreon is not a vendor of AV equipment and does not provide technical planning for events beyond advising clients of the capabilities of the on-site equipment and supervising Tenants and Tenant's subcontractors.
- CITY VIEW house lighting comes as a basic package and should be used for ambient purposes only.

### Decor

- All decor must be limited to designated event spaces, except for check-in desks and directional signs.
- The Tenant must remove all equipment and decor supplied from an outside source from the designated event areas directly after the event unless special arrangements have been made through the Meetings and Events Office. Metreon Event Management will not be responsible for items remaining on the premises. Storage fees will be charged for items not removed by the time arranged.
- Tenant will not post or allow to be posted, signs, posters or banners without prior written approval of Metreon Event Management.
- All decor and signage must be free-standing. Nails, staples and tape may not be used on walls or floors.
- All signage must be of professional quality. No handwritten signs are allowed.
- Banners, awnings, promotional/commercial signage, balloons or lighting may not be placed or projected on the front of the building.
- Center staff will not take responsibility for decor removal. Tenant will be billed if labor is required.
- All decor items must comply with local fire department regulations.
- Structural or permanent physical alterations, attachments to the permanent structures or modifications of Metreon Event Management property (inside or outside) are not permitted.
- Use of small decor items (glitter, confetti, rock salts, rice, etc.) is not permitted within the Center.

### Balloons

- Balloons are not allowed on Metreon property (inside or outside) under any circumstance.

### Music and Entertainment

- The selection of music or entertainment is subject to METREON EVENT MANAGEMENT's approval and preview for sound volume.
- Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP), Broadcast Music Inc. (BMI), and the Society for European Stage Authors and Composers (SESAC), Tenant

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is responsible for any applicable licenses for live or recorder music performed during the event. Tenant further agrees to indemnify the Center against any liability resulting from lack of compliance.

### Security

- A minimum of one Metreon security guard is required for Events in the CITY VIEW space on level 4 of Metreon. Hours of coverage and number of guards will be determined according to your Event. Guards are \$20/hour, with a minimum of 4 hours per guard.

### VIII. LOAD-IN and LOAD-OUT

#### Access

- Load-in and load-out must be completed by the agreed-upon times. All load-in and load-out activities must take place on the day of the event, unless the Meetings and Events Office approves other arrangements.

#### Storage

- Metreon may have storage areas available for events.

#### Parking

- All other vehicles must be parked off-site.
- Parking is not permitted in the Metreon/Marriott loading dock area.

#### Deliveries and Pick-Ups

- All crew, deliveries and pick-ups must be received through the Metreon loading dock.
- All deliveries and pick-ups must be arranged to take place on event date. Metreon has no storage areas for events.
- All deliveries and pick-ups must be scheduled through the Meetings and Events Office.
- Tenant or Tenant's subcontractors must be on site to receive and move all such deliveries into the designated event spaces.
- Deliveries during the hours of 7 AM – 11 PM must occur from the southern-most stall of the loading dock (adjacent to the wall).
- Deliveries and pick-ups will not be accepted outside of scheduled times.
- All times for deliveries and pick-ups, as well as the vendor responsible, must be listed on the Loading Worksheet. Due to security requirements, deliveries and pick-ups not so listed may be turned away. This Loading Worksheet must be provided to Metreon Event Management no later than fifteen (15) days prior to the event.
- Metreon staff will not be responsible for receiving event-related materials. Tenant or their representatives must be on site to accept all deliveries, unless otherwise coordinated with the Meetings and Events Office.
- Metreon Event Management will accept deliveries after prior arrangement, but will not unload, or verify content. Metreon Event Management does not assume responsibility for these items.
- All items must be clearly marked "CITY VIEW Event Space" with name of Tenant, date of event and Metreon Event Management contact's name. Unmarked items will be turned away.
- COD deliveries will not be accepted on Tenant's behalf.
- Metreon Event Management Staff will not assist in loading, unloading or carrying equipment. Labor required or requested of Metreon Event Management personnel will be charged to Tenant as a reimbursable expense.

#### Clean-up, Maintenance and Damage

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101 Fourth Street, San Francisco, CA 94103

- Tenant accepts the space as is. A pre-inspection of the space will be conducted to identify any/all existing conditions.
- Equipment, decor, tables, chairs, debris or other materials may not remain on site overnight without prior arrangements being made with Metreon Event Management. In the event items are left on-site, additional costs may be incurred by the Tenant.
- A final walk-through with Metreon Event Management is mandatory at the close of the event. Complete clean-up of any areas found to be unsatisfactory is required. (Tenant is responsible for the removal of debris and for repair of any damage that might occur to the Center or its contents.)
- All trash or remains that cannot be vacuumed must be picked up from the floor and placed in the designated receptacles.
- A refundable security deposit of \$2,000 will be provided by the Tenant to ensure clean-up and maintenance requirements are met. If Metreon Event Management judges routine cleaning and maintenance inadequate to return the premises to its prior condition, special maintenance services will be contracted by the Center and deducted from Tenant's security deposit.
- Tenant may not hire an outside cleaning crew. If special assistance will be needed, prior arrangements should be made through Metreon Event Management.

## IX. CATERING

### Catering

- Metreon Event Management reserves the right of final approval of the caterer selected for the event.
- It is highly recommended that Tenant select a caterer from Metreon Event Management's "Preferred Caterers" list. This list is comprised of caterers who have an established relationship with Metreon Event Management, are familiar with the facilities and the required rules and regulations, respect the Center's mission and have excellent reputations. The list is available from Metreon Event Management. Use of caterers not on the Preferred Caterers list is subject to Metreon Event Management approval and may result in an increased security deposit.
- Preparation of food in any space other than the kitchen is not allowed.
- All sterno, electric warmers and steamers that are not contained within the kitchen area are subject to Metreon Event Management approval.
- Caterers must provide a fire extinguisher at each food warming station.
- Use of propane, natural gas, or butane is prohibited.
- Cassette Feus are not allowed.
- **Steam can set off fire alarms.** Attention must be paid to steam escape from deam sum baskets or chaffing dishes with steam-style inserts. Remember, your event is being held in an operating center. (Any evacuations resulting from negligence or misuse are likely to result in a fine.)
- Instructions for safe operation of equipment are posted in the kitchen.
- Pots, pans, dishes, utensils are not provided by Metreon Event Management. Caterers must provide all such equipment.
- A final walk-through with a Metreon Event Management member is mandatory at the close of the event.
- Complete clean-up of all areas and equipment used by tenant or its vendors is required. If Metreon Event Management judges routine cleaning and maintenance inadequate to return the kitchen to its prior condition, special maintenance services will be contracted by the Center and deducted from Tenant's security deposit. A check-list of clean-up procedures will be provided to all caterers. A walkthrough with

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Metreon Event Management is required at the conclusion of each event. Failure to comply with the Metreon Event Management requirements may result in additional charges and will be billed to the Tenant.

- Caterers who do not comply with guidelines for the safe operation of equipment or satisfactory kitchen clean-up will lose their privilege of operating at Metreon.
- For safety reasons, bussing must be done throughout the event to avoid accumulation of foodstuffs, trash and glasses, as well as breakage, spillage or other accidents that might ensue.
- Metreon Event Management encourages Tenant to discuss with their caterer the donation of leftover food to an appropriate social service or organization. Metreon Event Management can provide contact information if requested.

### **Set-up and Break-down**

- Tenant is responsible for all set-up and breakdown in the CITY VIEW space and for proper handling and storage of all equipment items.
- Fire codes and regulations regarding exits and entrances must be adhered to. Doorways must not be obstructed nor emergency exit signs obscured.
- Metreon Event Management will not be responsible for lost or stolen catering supplies, equipment or any other property which is the sole responsibility of the caterer, subcontractor or Tenant.

### **Clean-up**

- The CITY VIEW space must be returned to the condition in which it was found. Cleanup and removal of refuse are the responsibility of Tenant and/or Tenant's subcontractors. All trash must be deposited in the correct containers or removed from the premises entirely.
- If Metreon Event Management determines routine cleaning and maintenance to be insufficient to return the premises to its prior condition, special maintenance services will be contracted by the Center and deducted from Tenant's security deposit.
- Due to security requirements, special arrangements must be made if the caterers' (or other subcontractors') strike, pick-up of equipment or clean-up goes beyond the contractually agreed upon time. Tenant will be billed for additional hours at the overtime rate of \$500/half hour.

### **Garbage Disposal/Recycling**

- All trash must be stored in the designated trash location (Garbage & Recycling Room next to the freight elevator).
- Recycling of bottles and cans is required.
- Caterers are requested to place all recyclable materials in the appropriate designated containers at the end of the event.

### **Liquor/Beverage/Illegal Substances**

- Alcohol may not be served to minors. Guests under 21 years of age are not permitted at an event where alcohol is being served.
- At any time, if METREON EVENT MANAGEMENT staff deems alcohol consumption to be excessive, METREON EVENT MANAGEMENT has the authority to:
  - evict inebriated guests from the premises
  - close down all alcohol service
- Any illegal drug activity will be reported to the San Francisco Police Department and handled accordingly.

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## X. GENERAL POLICIES

### Lost and Found

- Lost and Found is located at Metreon's Security Control Center (415) 369-6060.

### Photography

- Photography in the common areas in the center, outside of the CITY VIEW space, must be approved by Metreon Management.

### Smoking

- All Metreon facilities are designated as non-smoking.

### Public

- The general public has the right-of-way at all times during public hours. Access to entrances, exits and doorways must be kept clear.

### Roof Penetrations

- At no time is access to the roof top permitted. Any damage to the roof area will result in a fine of \$1,000 in addition to the cost for repair of the damage.

### Americans with Disabilities Act Compliance

- All Metreon facilities are in compliance with the Federal Americans with Disabilities Act.

### Security

- Metreon has a professional security staff on duty at all times. The Center will determine the additional number of security personnel required for each event. This number cannot be adjusted by Tenant.
- If there is a need for special security during the event (i.e. personal security, bodyguards, secret service, or law enforcement officers) a specific clearance must be obtained from Metreon. The Center will make every effort to accommodate Tenant's specific needs, and reserves the right to bill the Tenant extra charges should the request for services be beyond the usual standards.
- Security officers are provided for the safety of guests as well as for the safety of the Center. Security officers are under direct supervision of Metreon.
- If San Francisco Police or Fire departments require on-site personnel for the event, Tenant will absorb all related costs.

### Use of Metreon's Name

- Metreon's name or the name of the designated event space cannot be used in conjunction with an event without permission from the Center.
- Tenant is permitted to use Metreon's name only to announce the location of the event and may make no claims that Metreon is in any way sponsoring or hosting the event.

### Staff

- Metreon Event Management is not available to lift, carry or move anything that is not Metreon property or assist in loading, unloading or carrying of equipment. Labor required or requested of Metreon personnel will be charged to Tenant as a reimbursable expense and may or may not be available if prior arrangements have not been made with Metreon Event Management.

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- The Metreon staff person who is assigned as the Event Manager is the final authority on events at the facility. The Event Manager will be on site during load-in and set-up to serve as this authority. This responsibility includes the adherence to Metreon's Rules and Regulations included herein, which are designed for the protection of the building and to facilitate the efficiency of Metreon's operations and staff.
- Metreon employees are not to be used as employees of Tenant or Tenant's subcontractors.

### Emergencies

- In an emergency, Metreon 's public address system will provide exiting instructions. For the hearing impaired, strobes will guide the way to exits. The Center is also supplied with an emergency generator to insure that this system will work during a power outage. Emergency assistance can be requested at the Security Control Center, which is staffed 24 hours. The Control Center can be reached at extension 6060 (in-house phones) or by dialing 415-369-6060 (cell phones or outside lines).

### Animals

- Animals are not permitted on Metreon property with the exception of guide dogs or service animals.

### Automobiles

- Installation of automobiles, scooters, and/or motorcycles must be coordinated with Metreon Event Management.

### Compliance with City, State and Federal Regulations

- All Tenants must comply with city, state and federal regulations.
- Discrimination of any person or group of persons is not allowed.

## XI. LICENSES & INSURANCE

### Liability Insurance Requirements

Metreon requires that everyone doing work on property- including all tenants, vendors and contractors, have a valid Certificate of Insurance on file. Insurance requirements are detailed below. Please direct any insurance related questions to Joseph Guillen, Metreon's receptionist, at 415-369-6002.

- Minimum Event Insurance Requirements:
  - Commercial Liability Insurance of \$1 million dollars per occurrence, with a General Aggregate of \$2 million dollars
  - Statutory Workman's Compensation
- Minimum Vendors/Contractors Insurance Requirements:
  - Commercial Liability Insurance of \$1 million dollars per occurrence, with a General Aggregate of \$3 million dollars
  - Statutory Workman's Compensation
- Additional Insured Language:
  - We require the following Additionally Insured Language be placed on all Certificates of Insurance. (verbatim)
    - "Westfield America, Inc., Westfield Metreon LLC, FC Metreon, LLC, City and County of San Francisco, San Francisco Redevelopment Agency, and Westfield Corporation, Inc., and any and all of their respective parents, partners, subsidiaries and affiliates, together with any

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mortgagee from time to time of the Landlord's interest, are named as an additional insured, as their interests may appear."

- Certificate Holder:
  - Westfield Metreon LLC  
101 4<sup>th</sup> Street  
San Francisco, CA 94103

### Music

- Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP), Broadcast Music Inc. (BMI), and SESAC, Inc., Tenant is responsible for any applicable licenses for live or recorded music performed during the event. Tenant further agrees to indemnify the Center against any liability resulting from lack of compliance.

### Permits

- METREON EVENT MANAGEMENT maintains current City and County of San Francisco Assembly permits.

### Caterer's Certification

- All caterers are required to have at least one employee on site at all times who has successfully passed an approved and accredited food safety certification examination. Proof of certification is the responsibility of the food handlers, and should be kept on site in the event it must be produced for Health Services Officials. This requirement is in compliance with the California Health and Safety Code, (Article 1, Section 113716).
- The same should apply for fire, tent, etc.



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AGREEMENT TO ACCEPT  
TEMPORARY EVENT SPACE  
RULES & REGULATIONS

I have read and understand the Temporary Event Space Criteria for operation and agree to abide by them. I further agree to have all employees read and understand these rules and regulations. I understand that failure to do so will result in termination of activity in the shopping center complex.

Business Name \_\_\_\_\_

Taxpayer ID # \_\_\_\_\_

Owner's Name  
(Please print) \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Metreon Management \_\_\_\_\_

Management Signature \_\_\_\_\_

Date \_\_\_\_\_

**VIOLATION OF ANY OF THE ABOVE NOTED RULES OF OPERATION WILL BE GROUNDS FOR A \$100.00 FINE PER VIOLATION AND/OR IMMEDIATE TERMINATION OF THE TEMPORARY REVOCABLE LICENSE. PAYMENT OF VIOLATIONS IS DUE UPON RECEIPT. NON-PAYMENT MAY RESULT IN THE TERMINATION OF THE SHORT TERM LEASE AGREEMENT.**