

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

and

Argonne Council of Empowerment (Argonne PTO)
Insert Legal/Official Name of Organization
Permittee

to enter and use properties located at:

Argonne Elementary School
Insert name of the school site

680 18th Ave
Insert address of the school site

San Francisco, California

2/28/2013
Insert today's date

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TEMPORARY PERMIT
TO ENTER AND USE PROPERTY

THIS TEMPORARY PERMIT TO ENTER AND USE PROPERTY (hereinafter referred to as "Permit") dated for reference purposes only on 2/28/2013 (Insert today's date), is made by and between the San Francisco Unified School District ("District"), a political subdivision of the state of California, and Argonne Council of Empowerment (Insert legal/official name of organization) (hereinafter referred to as "Permittee").

District and Permittee agree as follows:

1. License.

District confers to Permittee a revocable personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by District located at Argonne Elementary School (Insert name of the school site), 688 18th Ave (Insert address of the school site), in the City and County of San Francisco, more particularly described in **Exhibit A** attached hereto (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, revocable at any time at the will of the District, and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by the District of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. The privilege given to Permittee under this Permit is effective only insofar as the rights of the District in the Permit Area are concerned, and Permittee shall obtain any further permission necessary because of any other existing rights affecting the Permit Area.

2. Use of Permit Area.

2.1 Scope of Permitted Use. Permittee may enter and use the Permit Area for the sole purpose of administering the Mural Projects on 3/25/2013 - 6/30/2013 (Insert date) and for no other purpose whatsoever.

3. Installation of Facilities. As part of the Mural Project, Permittee may install certain improvements as more particularly described in **Exhibit B** attached hereto, on the Permit Area, only upon satisfaction of the following conditions, which are for the sole benefit of the District:

3.1 Approval of Plans and Specifications. Permittee shall install the permitted improvements in accordance with plans and specifications approved in advance and in writing by the District.

3.2 Permits and Approvals. Before beginning any work, Permittee shall obtain all permits, licenses and approvals (collectively referred to hereinafter as, "approvals") of any regulatory agencies required to commence and complete the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies of them to District. Permittee recognizes and agrees that no approval by District for purposes of Permittee's installation work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

3.3 Pre-Construction Baseline. Permittee shall document the condition of the Permit Area prior to the commencement of any construction through the use of photographs, maps and any other appropriate documentation to provide a pre-construction baseline to monitor impacts. Appropriate documentation shall be determined in consultation with the District. Permittee shall provide the District with a copy of such documentation prior to the commencement of construction.

3.4 Exercise of Due Care Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to District's property and to native vegetation and natural attributes of the Permit Area and to minimize slope erosion. Permittee shall take all reasonable soil and resource conservation and protection measures with the Permit Area as District may request. District shall have the right to approve and supervise any excavation work. Permittee shall do everything reasonably within its power, both independently and upon request by District, to prevent and suppress fires on and adjacent to the Permit Area attributable to Permittee's use hereunder.

3.5 Cooperation with District Personnel. Permittee and its Agents shall work closely with District personnel to avoid disruption (even if temporary) of District property in, under, on about, or adjacent to the Permit Area. Construction sites shall be screened with temporary fencing where possible to reduce visual impact. Permittee shall notify Simon Reyes (Insert name of District's project manager) of the District, (telephone number: 241-4311x1535 (Insert PM's telephone number) of the date such work shall commence and the intended schedule.

3.6 Restoration of Permit Area. Immediately following completion of any work permitted hereunder, Permittee shall remove all debris, any excess dirt, tools, materials or supplies and leave the Permit Area in the condition contemplated by the description of the Mural Project set forth in Exhibit B, to the reasonable satisfaction of the District.

3.7 Installation of Above-Ground Markers. Permittee shall install above-ground markers identifying the location of any underground improvements that are installed pursuant to this Permit. The location, type and installation of markers and identifying information on the markers shall be subject to the prior written approval of the District.

3.8 As-Built Drawings. Promptly upon completion of the installation of the improvements, Permittee shall furnish District with a complete copy of final as-built drawings for the improvements.

3.9 Acceptance of Permitted Work. Upon completion of installation of the Mural Project, the District shall accept the installation in writing to the Permittee. Upon acceptance, ownership and responsibility for maintenance and supervision of the Mural Project shall be with the District. District may, in its sole discretion, refuse to accept Permittee's Mural Project as constructed if District finds that the Mural Project does not comply with applicable laws, including laws relating to persons with disabilities, or that Permittee is in breach of any obligation under this Permit. If District rejects Permittee's installation, District shall provide written notice to Permittee with a statement of the reasons therefore and a reasonable time to cure any defect. Permittee shall repair or reconstruct the Mural Project to meet applicable legal requirements and fulfill Permit obligations within the time provided. If Permittee determines that additional time is required, District shall allow Permittee such time extensions as are reasonable in light of the requirements that Permittee must satisfy.

3.10 Revocability. Permittee acknowledges and agrees that the installation of the facilities permitted hereunder shall not in any way whatsoever limit District's right to revoke this Permit pursuant to the terms hereof or any of the District's other rights hereunder. Upon

revocation of this Permit, Permittee's obligations hereunder shall terminate and District shall assume responsibility for the improvements made to the Permit Area as of the time of termination of the Permit.

3.11 District Requirements related to installation of artwork or murals. Permittee acknowledges that if any murals will be installed, created or constructed on District property, Permittee shall obtain the artist or artists' signature(s) on the District's mural installation consent form, attached hereto as Exhibit C, and made a part hereof. District's consent to the mural installation on District property is granted provided Permittee and Permittee's artist or artists' understand and agree, evidenced by their execution of the mural consent form, to all of the terms, conditions, and provisions therein. Failure of Permittee's artist or artists to execute the mural consent form will terminate or cancel the mural portion of the Work.

4. Restrictions on Use. Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through the Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

4.1 Improvements. Except as otherwise expressly provided in this Permit or as necessary to perform its obligations hereunder, Permittee shall not construct or place any temporary or permanent structures or improvements on the Permit Area, nor shall Permittee alter any existing structures or improvements on the Permit Area.

4.2 Dumping. Permittee shall not dump or dispose of refuse or other unsightly materials on, in, under or about the Permit Area.

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

under or about the Permit Area. Notwithstanding the foregoing, the term "Hazardous Materials" does not include materials customarily used in the installation of improvements such as the Mural Project, or in the operation of equipment used in making such improvements, so long as such materials are used in only such quantities as are reasonably necessary for making such improvements and at all times are used, handled and disposed of in accordance with applicable laws and regulations.

(a) Nuisances. Permittee shall not conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to the District, to the owners or occupants of neighboring property or to the public.

4.4 Damage. Permittee shall not do anything about the Permit Area that will cause damage to any of District's property.

5. Permit Fee. Permittee shall be required to pay the District the custodial overtime cost related to this project.

6. Term of Permit. The privilege given to Permittee pursuant to this Permit is temporary only and shall commence on the date of final approval of the District, set forth below. The Permit shall expire upon the District's final written acceptance as set forth in Section 3.10 above, unless sooner terminated pursuant to the terms hereof. Without limiting any of its rights hereunder, District may at its sole option freely revoke this Permit at any time prior to such expiration date, without cause and without any obligation to pay any consideration to Permittee, whereupon Permittee's obligations hereunder shall terminate and District shall assume responsibility for the improvements made to the Permit Area as of the time of termination of the Permit.

7. Insurance.

7.1 Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area insurance as follows:

(i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Permittees, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations;

(ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

7.2 All liability policies required hereunder shall provide for the following: (i) name as additional insureds the District, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would

void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

7.3 All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to District.

7.4 Prior to the commencement date of this Permit, Permittee shall deliver to District certificates of insurance in form and with insurers satisfactory to District, evidencing the coverages required hereunder, together with complete copies of the policies at District's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, District may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to District within five (5) days after delivery to Permittee of bills therefore.

7.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

7.6 Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

7.7 Upon District's request, Permittee and District shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the District and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then District in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

7.8 Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

8. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder 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, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that District is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit in any way Permittee'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.

9. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, safe, secure, and sanitary condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

10. Removal or Alteration of Improvements. In the event of an emergency District may, at its sole option and without notice, alter, remove or protect, any and all facilities, improvements, plantings or other property installed or placed in, on, or adjacent to the Permit Area by Permittee.

11. Surrender. Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area, broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area. Permittee's obligations under this Section shall survive any termination of this Permit.

12. Waiver of Claims.

12.1 Neither District nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

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

12.3 District would not be willing to give this Permit in the absence of a complete waiver of liability for consequential damages due to the acts or omissions of District or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential damages (including without limitation, lost profits) District, its departments, commissions, officers, directors, volunteers, and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of District or its Agents, except for the gross negligence or willful misconduct of the District or its Agents."

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

12.5 Permittee shall cause all volunteers to execute the damage waiver and hold harmless agreement, attached and incorporated herein as **Exhibit D**. Permittee shall maintain the waiver forms for one year after the termination of this Permit, and produce such forms upon District's request.

13. Repair of Damage. If any property of District located on or adjacent to the Permit Area is damaged by any of the activities conducted by Permittee hereunder, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the property to its previous condition or to a condition substantially similar to its previous condition in function and appearance.

14. Location of Utilities. District has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and protect them from damage. Permittee shall arrange and pay for any necessary temporary relocation of District and public utility company facilities, subject to the prior written approval by District and any such utility companies of any such relocation. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

15. District's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then District may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with five (5) business days' prior written notice of District's intention to cure such default and a reasonable time thereafter to cure such default if Permittee provides written notice to District of its intent to cure (except that no such prior notice shall be required in the event of an emergency). Such action by District shall not be construed as a waiver of any rights or remedies of District under this Permit, and nothing herein shall imply any duty of District to do any act that Permittee is obligated to perform. Permittee shall pay to District upon demand, all costs, damages, expenses or liabilities reasonably incurred by District, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

16. No Costs to District. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area during the term of this Permit, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

17. Indemnity. Permittee shall indemnify, defend and hold harmless District, its directors, officers, agents, employees and contractors (collectively, "Indemnitees"), and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"),

arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, during the term of this Permit whether the person or property of Permittee, its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating in any manner to any use or activity under this Permit, (b) any failure by Permittee during the term of this Permit to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees during the term of this Permit, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees during the term of this Permit, on, in, under or about the Permit Area, any improvements permitted thereon, or into the environment; except solely to the extent of Losses resulting from the District's breach of this Agreement or the negligence or willful misconduct of an Indemnitee, or any of their agents or authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend District from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by District and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

18. As Is Condition of Permit Area; Disclaimer of Representations. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by District, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities on the Permit Area, for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area hereunder, including, without limitation, the suitability of the Permit Area for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the Permit Area in the manner contemplated hereby. Notwithstanding the foregoing, during the term of this Permit, District will take reasonable steps to prevent its employees, invitees and students from entering upon the Permit Area or interfering with Permittee's activities on the Permit Area.

19. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

20. Cessation of Use. Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to District.

21. No Joint Ventures or Partnership; No Authorization. This Permit does not create a partnership or joint venture between District and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by

District does not constitute authorization or approval by District of any activity conducted by Permittee on, in or relating to the Permit Area.

22. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall 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:

District: San Francisco Unified School District
Real Estate Department
135 Van Ness Avenue, Room 116
San Francisco, CA 94102
Attn: Manager of Real Estate

Permittee:

Tina Eshaghpour, PTO Green Argonne Chair
Insert contact name and title
Argonne Council of Empowerment
Insert legal/official name of Permittee
680 18th Ave, SF, CA 94121
Insert address of Permittee
415-203-3343
Insert telephone number of Permittee's contact person
415-750-8462
Insert fax number of Permittee's contact person
greenargonne@gmail.com
Insert e-mail address of Permittee's contact person

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

23. General Provisions. (a) This Permit may be amended or modified only by a writing signed by District and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of District requested, required or permitted hereunder may be made in the sole and absolute discretion of the District. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of District shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) In the event District sells or otherwise conveys the property burdened by this Permit this Permit shall automatically be revoked.

Permittee represents and warrants to District that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE

Argonne Council of Empowerment

By:  28 Feb 2013

Its: PTO Co-Chair

DISTRICT:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
a political subdivision of the state of California


David L. Goldin
Chief Facilities Officer

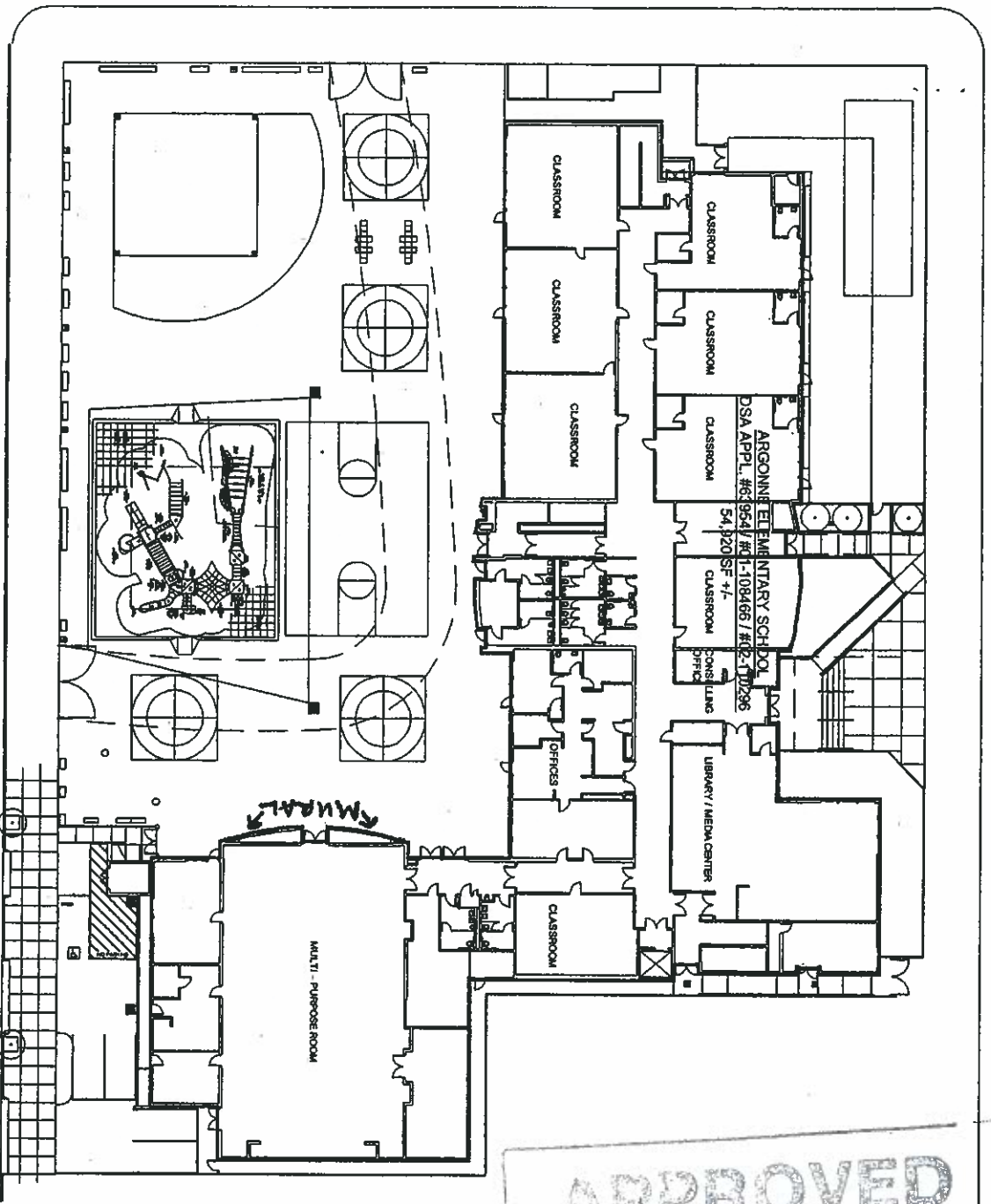
APPROVED AS TO FORM:

This standard agreement is approved as to form by the San Francisco Unified School District's General Counsel.

EXHIBIT A

{Insert drawing(s) that shows the location of the Permit Area}

CARRILLO



18TH AVE.

17TH AVE.

APPROVED FOR CONSTRUCTION

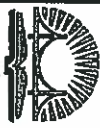

BY *Jim Seys* DATE *3.7.2013*

SFUSD

SITE PLAN SCALE 1/8" = 1'-0"

1

NORTH

 <p>SFUSD SAN FRANCISCO PUBLIC SCHOOLS</p>	<p>FACILITIES DESIGN & CONSTRUCTION</p> <p>105 Van Ness Avenue San Francisco, California 94102 Tel: (415) 355-8070 Fax: (415) 355-0888</p>	 <p>Approved: _____ Engineer</p>	<p>ARGONNE ALTERNATIVE ELEMENTARY SCHOOL 680 - 18th AVENUE SAN FRANCISCO, CA 94121</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>PROJECT: _____</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>PROJECT: _____</p>
				<p>DATE: _____</p> <p>BY: _____</p> <p>PROJECT: _____</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>PROJECT: _____</p>

SITE PLAN

SHEET NO. **A1**

DATE: 2/21/09

SCALE: AS SHOWN

Exhibit B

**{Insert description of the scope of work and specifications for the project.
Attach drawings}**



Mural Project Summary



Precita Eyes Mural Arts was hired by Argonne's Parent-Teacher Organization to design and direct a painted mural project on the south facing wall of the school overlooking the schoolyard. Our third graders have participated in design workshops to develop the concepts for the artwork that ties directly to their social studies curriculum.

The proposed 24' high x 53' wide mural will be completely visible to our neighbors in San Francisco's Richmond district. The theme is "*Celebrating Our Richmond's Past to Its Present.*" The entire school and parent community will have the opportunity to transform a blank wall in our schoolyard into a vibrant, educational mural that tells the story of our community's history, ecology and culture.

Mural Narrative

This mural was derived from the drawings of 88 Argonne Elementary School third graders. The main focus of the mural is the Richmond District of San Francisco. Since many of the children live in the Richmond District they wanted to represent what is important to their neighborhood and school as well as the history of the Richmond and San Francisco.

The center of the mural illustrates a large book with the word, 'UNITY' in many languages to show the diversity of the languages the students inherit. The book is like a large pop-up book with many dream-like subjects fluttering out. They are all part of the Richmond district—the Mission Blue Butterfly, the Common Buckeye Butterfly, the Chinese lion dancer, and a lady on a horse from the Victorian era. The center book is the heart of the mural and leads the viewer's eye to naturally read from the center out to the left hand side, which represents the past of San Francisco and the Richmond District. One of the pages turns into a stream of river where the Ohlone are canoeing in their tule boat passing by the huts where they live. The era shifts to the Gold Rush where a man is panning for gold in the river next to where they camp. The river then transforms into a road with the Geary Street trolley from the early century.

On the left hand side of the mural there is a large Oak Tree with an Ohlone man picking acorns from the tree. Surrounding him are native animals to San Francisco and California. There is a Tule Elk, Coyote, Bald Eagle, Western Scrub Jay, Red Winged Black Bird, Raccoon and a Garter Snake. Above the Oak Tree represents the Richmond Sand dunes and Ocean Beach's past—the original Cliff House, Play Land, and the original Sutro Baths all in ghostly sepia tone to represent its non-existence. Next to Sutro Baths is the Presidio, which borders the Richmond. The Presidio Arguello Gate and a mountain lion are also part of the area. As part of the Presidio the Golden Gate Bridge stretches from the Presidio to the Marina district in the far top right horizon. The horizon line has the bay and the ocean curving on each side to mimic the top part of the building architecture that is curved.

As the mural progresses into the present from left to right, the path of the trolley turns into a broken road with the demolished tilted Victorian houses, which represent the San Francisco 1906 earthquake. The path continues into a sidewalk with Victorian houses that are still around today. Next to the houses is a restaurant, 'The Richmond' which is owned by a student's family. The wall of the restaurant turns into outdoor science class representing a class at Argonne Elementary. The colorful checkered board parallels the carpet installed in one of the classrooms and on top of it are the Argonne Elementary playground structures. The circle of path continues and shows the popular landmarks and businesses of the Richmond: House of Bagels, Alexandria Theatre, Joe's Ice Cream, St. Monica's Church, and the statue from the Green Apple Book Store on Clement Street. One of the pages of the book turns into a road where the 38 Geary bus runs. The 38 Geary is also important because it has the longest route in the city.

Above the book on the space between the path includes the vast and open green patch of the Golden Gate Park and its iconic buildings: the De Young, the Conservatory of Flowers, and the Academy of Science.

Below the book is the entrance to the building and two scenes that complement each other. The left of the door shows an Ohlone woman planting a seedling. Surrounding her are native plants in rows. The California Poppy, Blue Witch Flower, Huckleberries and Ferns. To the right of the door represents the Argonne Elementary School garden with all the vegetables and plants that they grow like Kale, Peas, Tomatoes, Mint and Sunflowers. There are also two children watering a plant in the garden. The two scenes complement each other and unite the past and present. The rainbow-like arch of the two scenes imitates the architecture of the building as well.

The right hand side of the mural there is an Apple Tree with Pink Lady apples (also grown at Argonne) and a Great Horned Owl. The scene behind the tree there are children painting a mural of the Golden Gate Bridge, which then turns into a real landscape of the marsh, which represents the Marshland of the Presidio. The animals are also native to San Francisco, Blue Heron, Widow Skimmer Dragonfly and Steelhead Trout. A Jack Rabbit is sitting above the drinking fountain.

Above the Apple Tree is a large red tailed hawk carrying in its beak a banner with the title of the mural ("*Celebrating Our Richmond—Past and Present?*") soaring over the San Francisco Bay with the fog rolling in.

Mural Funding Sources

SF Community Challenge Grant: \$20,000

Supervisor Eric Mar discretionary grant: \$5,000

Philanthropic Ventures Fund: \$500

Argonne PTO: \$2,000

Project Total (inclusive of all labor, materials and design workshop fees): \$27,500

Installation

Precita Eyes staff will prepare the wall for the mural installation and transfer the design over a period of days. Several all-day community "Paint-Ins" will be organized to recruit families, staff, students and community volunteers to assist with painting the mural.

Only adults with signed waivers will be allowed to paint on the upper levels of the mural. All students will remain on the ground during their weekly class painting sessions. Precita Eyes staff and teachers will provide oversight to the students and volunteers. On weekend painting days, all participating students must be accompanied by an adult. Every participant will be required to sign a waiver. The entire project will be painted by with volunteer labor and paid Precita Eyes staff.

Four coats of anti-graffitti sealant will be applied upon project completion.



APPROVE: ESTERDAWY SONGCO, TORQUEL PROJECT
 DATE: 27/11/2013

DRINKING FOUNTAIN

* ABOVE SIDE WALLS FOR DOOR X.P.F. WILL ALSO BE PAINTED CONSISTENT W/ MURAL

DOOR

APPROVED FOR CONSTRUCTION

BY *[Signature]* DATE 2.7.2013
 BY *[Signature]*

DRINKING FOUNTAIN



APPROVED
CONSTRUCTION

DATE: 3-7-2013
BY: *Stu Lynn* SFUSD

Elizabeth Lee

From: Elizabeth Lee
Sent: Thursday, March 07, 2013 1:58 PM
To: Simon Reyes
Subject: FW: Request for Approval: Argonne Schoolyard Mural project

Simon - FYI

From: Blythe,Gentle
Sent: Wednesday, March 06, 2013 6:47 PM
To: Elizabeth Lee
Subject: RE: Request for Approval: Argonne Schoolyard Mural project

Yes, I approve.

Thank you, Gentle

Gentle Blythe, Executive Director
Public Outreach and Communications
San Francisco Unified School District
555 Franklin Street, Suite 305
San Francisco, CA 94102
TEL: (415) 241-6565
FAX: (415) 241-6036
blytheg@sfnusd.edu www.sfnusd.edu



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

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From: Elizabeth Lee
Sent: Wednesday, March 06, 2013 3:03 PM
To: Blythe,Gentle
Subject: FW: Request for Approval: Argonne Schoolyard Mural project

Hi Gentle,

Please review the attached mural for Argonne and let me know if you approve.

Thanks,
Elizabeth

From: Simon Reyes
Sent: Thursday, February 28, 2013 4:13 PM
To: Elizabeth Lee
Subject: FW: Request for Approval: Argonne Schoolyard Mural project

did tina complete all your permit requirements? I did not see a project description summary listing source of funds, costs, manpower, etc.

should I go ahead and print the exhibits for my review or does she need to turn in a few more docs?

Exhibit C
{Insert Mural Consent Form}

DISTRICT'S CONSENT, AUTHORIZATION, AND MEMORANDUM OF
UNDERSTANDING TO PAINT / INSTALL
A PIECE OF ART

AT
Argonne Elementary SCHOOL

*Argonne Council of
Empowerment
(Argonne PTO)*

THIS OWNER'S AUTHORIZATION AND MOU (hereinafter, "AUTHORIZATION"), dated for reference purposes only as of 2/28/13, is made by and between the San Francisco Unified School District, a political subdivision of the State of California ("SFUSD" or "District"), and School PTO SOLs (the "Permittee"), a School PTO SOLs and the Permittee's artist, Precita Eyes Muralist ("Artist").

Precita Eyes Muralist

RECITALS

- A. The Permittee and/or its contractor or subcontractor understand and acknowledge that the District's Board of Education requires this written instrument signed by the District's Chief Facilities Officer to memorialize the District's consent to the installation of artwork upon a District property or building; and
- B. This AUTHORIZATION further specifies that installation of the artwork in or upon District property or a District school building may subject the work to destruction, distortion, mutilation or other modification by reason of its removal by the District, and as such,
- C. The rights conferred to the author(s) of the work by the Visual Artists' Rights Act shall not apply, unless excepted by the specific terms of this AUTHORIZATION.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The foregoing recitals are true, correct, and incorporated herein by reference.

2. District's Authorization. The District grants permission to Artist to paint or install a mural or other type of work ("Artwork") at Argonne School, as more fully described in Appendix B. The District understands that the anticipated lifespan of the Artwork is 15 years. Furthermore, the District grants permission to the Artwork's application on District property at Argonne School, subject to the following conditions and exceptions:

- A. It is understood that the District, Permittee, and/or the Artist shall not record or require the recording of any instrument granting any ownership interest or easement right whatsoever on Argonne School, a District property. If such a requirement existed, exists, or

will exist in the future, the District shall not grant permission to install the Artwork on District property.

- B. It is understood and agreed that the District will withdraw its permission for the Artwork to be painted / installed on its property if the Artwork's contents, themes, or expression do not meet the school community's standards of age-appropriateness or violate San Francisco Board of Education policy.
 - C. By signing this written instrument, Artist or Permittee as the representative of the Artist, Artist's associate artists, contractors and subcontractors hired to facilitate the installation and painting of the Artwork, consent to the installation of the Artwork in or upon District property. Artist understands and agrees that the installation of the Artwork in such a way may subject the Artwork to destruction, distortion, mutilation or other modification by reason of its removal, and because of the nature of the work and its application to District property, that the Artist's rights under paragraphs (2) and (3) of 17 U.S.C. § 106A(a) shall not apply.¹
- 1. Destruction, Distortion, Mutilation or other Modification of the Artwork.
 - A. If the District requires the Artwork be removed for any non-emergency purposes whatsoever, purposes that may include but shall not be limited to planned building maintenance, repair or improvement, legally necessary alterations or improvements, or to comply with the District's Facilities Master Plan, and work cannot commence without the destruction, distortion, mutilation, or other modification of the work, the District and the Artist agree to a 30 day notice period during which the District shall inform Artist of its intended action affecting the mural, and the Artist, at its own expense, shall either pay for the removal of the Artwork or preserve it within the 30 day notice period.
 - B. If the District must take immediate action that will affect the Artwork because of an emergency situation, which shall include but not be limited to necessary work to prevent imminent bodily harm or to protect property from damage, the District shall provide notice reasonable under the emergency circumstances. At no time will the District be restricted from taking emergency action should notice be given after emergency work has commenced.

Artist's Rights / Waiver. Notwithstanding the above, the District understands Permittee and Artist, and / or their associate artists, contractors and subcontractors, may possess certain rights with respect to the Artwork created

¹ Cross-Reference 17 USCS Section 113(d)(1)(A) & (B)

under the foregoing Authorization, as provided in the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 *et seq*), and other local, state, federal and international laws that convey rights of the same nature (Artist's Rights Laws"). The District hereby does not agree to assume the legal obligations and potential liabilities arising under the Artist's Rights Laws, and, as a condition of its authorization for installation of the Artwork on District property, requires Artist, Permittee and their subsequent contractors and subcontractors, to waive their rights under the Artist's Rights Laws.

5. Repair & Maintenance of the Mural. Artist shall maintain the Artwork throughout its useful life of 15 years. Artist shall be solely responsible and liable for the actions or omissions of its associate artists, contractors and or subcontractors. Artist shall be solely responsible for any compensation, payments, or invoices payable to any contractors or subcontractors that may be required to repair or maintain the Artwork. Artist shall notify the principal of Argonne School at least 30 days in advance of any work to repair or maintain the Artwork, and what party or parties will perform the work. At the expiration of the Artwork's 15-year useful life, rights of repair and maintenance will revert automatically, without advance notice required from any party, to the District. At such time, the District may negotiate with the Artist, the non-exclusive right to continue, for a to be determined amount of time, the maintenance and repair of the Artwork at Artist's expense.

5. Indemnification. The Artist agrees individually to defend, indemnify, and hold harmless the District, its Board, and the officers, employees and agents of the District from any kind of loss whatsoever to all persons, corporations, and partnerships including but not limited to the District's employees and their heirs, as well as Artist's own members, employees and its heirs, arising out of and in the course of the performance of this AUTHORIZATION. This liability shall not lie in instances where the damages are caused by the sole negligence or intentional misconduct of the District or its employees or agents.

7. Notices. All notices, consents or approvals which may be required to be given by a party hereunder shall be in writing and shall be deemed to have been given when delivered in person, or when faxed and deposited in the U.S. Mail, postage prepaid, or when sent via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, addressed as follows:

to Permittee:

Argonne Council of Empowerment
680 18th Ave
SF, CA 94121

Attn: Tina Eshaghpour, PTO Green Argonne Chair

to Permittee's Artist:

Precita Eyes Muralists
2981 24th ST.
San Francisco, CA 94110

to District:

San Francisco Unified School District
Real Estate & Asset Management
135 Van Ness Avenue
San Francisco, CA 94102

or to such other address as either party may designate from time to time.

8. **Term and Termination Rights.** This AUTHORIZATION shall commence upon the full execution and delivery by all parties. If the Artwork is removed according to the procedures detailed in this AUTHORIZATION, this AUTHORIZATION shall automatically terminate, for destruction of subject matter. This AUTHORIZATION shall also terminate upon the execution of a fully executed document signed by both parties, specifically referencing the termination of this AUTHORIZATION.

9. **Dispute Resolution.** Should a dispute arise between any of the parties to this AUTHORIZATION, the parties in dispute shall meet and confer in order to resolve the disputed issues. If a meet and confer proves unsuccessful, the parties consent to mediation, with a mutually agreeable neutral mediator retained to resolve all disputes. If mediation proves unsuccessful, then all parties consent to binding arbitration, with a mutually agreeable arbitrator chosen from the American Arbitration Association to resolve the dispute, or find an equitable solution for termination jointly and mutually agreeable to all parties. All parties shall share all costs associated with mediation and arbitration equally.

10. **Miscellaneous.**

(a) This AUTHORIZATION may be amended or modified only by a writing signed by the parties.

(b) Any approval or consent requested hereunder may be made in the sole and absolute discretion of the applicable party.

(c) This instrument contains the entire agreement between the parties with respect to the subject matter hereof and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

(e) Time is of the essence in each and every provision hereof.


(f) Both parties shall make good faith efforts to notify the other of changes in the notice provision with respect to names, addresses, phone and fax numbers.

(g) All documents affixed to this AUTHORIZATION are exhibits of each

and every other document. All individual provisions of each addenda and affixed document are cross-referenced with this AUTHORIZATION, and constitute the entire agreement and document.

(h) This document may be executed by facsimile or other electronic medium.

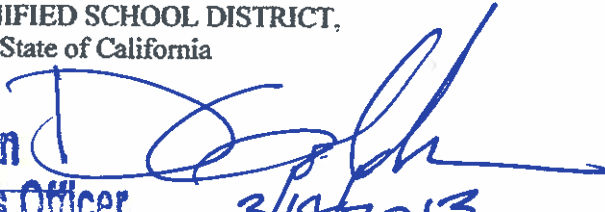
IN WITNESS WHEREOF, the parties have caused this AUTHORIZATION to be executed as of the date first written above.

Permittee's Artist:
By:  Date: 2/15/13
Precita Eyes Muralists

Its: Executive Director
Permittee:
By:  Date: 28 Feb 2013

Its: ACE Co-chair

THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: David L. Goldin 
Chief Facilities Officer 3/14/2013
Its: San Francisco Unified School District

APPROVED AS TO FORM:

This standard agreement is approved as to form by the San Francisco Unified School District's General Counsel.

1545648.1

Exhibit D

{Insert Agreement and Release of Liability}

AGREEMENT AND RELEASE OF LIABILITY BETWEEN
AND THE
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR PARTICIPATION IN THE MURAL PROJECT AT

Argonne ES

This liability release and hold harmless agreement ("Agreement") is made by and between the San Francisco Unified School District ("District" or "SFUSD") and _____ ("Participant"), as an individual.

RECITALS

WHEREAS, Participant desires to volunteer his / her time, energy and efforts towards the construction of a mural project (the "Project") at the following SFUSD owned and operated location: Argonne ES; and
680 18th Ave, SF CA

WHEREAS, Participant understands that his / her participation in the Project is inherently dangerous to him / herself, other Participants, and other Participants' property, and the District's property, Participant knowingly and freely assumes the risks inherent in such activity, and further assumes full responsibility, and will hold the District, its officers, employees and agents harmless from any and all claims that may arise against the District related to the Activities, whether or not caused by Participant.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, PARTICIPANT agrees to the following:

1. All of the recitals above are true and correct and incorporated herein.
2. Participant further understands and agrees that his/her participation in the Project carries with it potential for serious injury, possibly even death, and property loss. The causes of such risks include, but are not limited to, those related to equipment or tool malfunction, unforeseen ground site conditions, negligence of other Participants, and airborne propellants. Participant will provide their own safety equipment, including but not limited to safety glasses and hearing protection. Participant assumes all of the risks of participating in any activities related to the Project.
3. Participant hereby takes action for him/herself, his/her executors, administrators, heirs, next of kin, successors, and assigns as follows: To **WAIVE, RELEASE and DISCHARGE** the SFUSD, and its officers, employees, and agents from any and all liability, including that caused by Participant or anyone else participating in the Project, for death, disability, personal injury, property damage or actions of any kind that accrue to Participant during participation in the Project; **HOLD HARMLESS** the District, its officers, employees, and agents from any and all liabilities or claims made by other individuals or entities as a result of participation in the Project.

4. Participant hereby consents to receipt of medical treatment that may be necessary in the event of injury or accident during the Project.

5. Participant agrees to comply with all orders and directions of any officer, or project manager of the SFUSD.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

The undersigned acknowledge that they have read the foregoing, and are fully aware of the legal consequences of signing the within instrument.

Dated: _____

Participant