



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

**To: TO ALL POTENTIAL RFP RESPONDENTS:**

**Date:** September 23, 2011

**Request For Proposals  
For the Lease and Operation of  
Marina Degaussing Station**

**AMENDMENT NO. 4**

This is a clarifying amendment issued to explain how the America's Cup events will affect this concession opportunity.

The Concessionaire shall be permitted to operate the facilities during America's Cup events (being such events as shall be notified by the City to the Concessionaire), provided that they comply with the lease terms and such additional instructions as may be provided by the City on behalf of the America's Cup Event Authority (ACEA), including the obligations and restrictions set out below. The City in its sole discretion shall determine if Concessionaires are complying with the lease terms and said instructions. The concessionaire acknowledges that the area immediately surrounding the concession will be a part of the event spectator venues and that accordingly, the City is required to prevent any interference with America's Cup activities, including but not limited to, combating ambush marketing.

During America's Cup events, all food, drink and merchandise offered for sale will be subject to the review and approval of RPD and the Concessionaire understands that during the America's Cup events there may be instructions and/or restrictions relating to the Concessionaire's activities which the Concessionaire undertakes to observe and follow. Accordingly, with respect to the Concessionaire's operations during the America's Cup events, RPD reserves the right to review, restrict, instruct and/or approve food, drink and merchandise sales (including in respect of product type and brand) to fulfill its obligations to ACEA, and also to establish review and approval requirements over the pricing of items for sale during such time periods. Notwithstanding anything to the contrary in the lease, if after receiving permission to operate during America's Cup events the Concessionaire fails to operate according to the obligations and restrictions outlined herein, the Concessionaire will be given 24 hours to bring themselves into compliance with the lease and such instructions. If the Concessionaire fails to comply, it will be deemed to be in breach of the lease and be fined \$10,000 per day until compliance is achieved.

