

SCSA

Santa Clara Stadium Authority

November 7, 2018

Mr. Al Guido, President
Forty Niners SC Stadium Company, LLC
4949 Centennial Boulevard
Santa Clara, CA 95054

SUBJECT: Stadium Use of the Main Lot

Dear Mr. Guido:

Following recent claims asserted against the Santa Clara Stadium Authority (SCSA) under the Americans with Disabilities Act (ADA), SCSA staff reviewed the Parking Agreement dated January 1, 2012 among SCSA, Forty Niners Stadium, LLC (StadCo) Cedar Fair Southwest, Inc. (GA Tenant), and the City of Santa Clara (City). In addition to the review, staff also visited the site on October 25, 2018. The site visit confirmed the unauthorized use by StadCo of the Stadium's Main Lot in a manner contrary to ADA requirements and the Parking Agreement.

The Parking Agreement clearly limits StadCo's use of the Stadium's Main Lot for concession stands and kiosks, signs advertising and other promotional uses to a reasonable time period after the events that have occurred¹:

*SCSA or Stadium Company, as applicable, will have the right to use the Main Lot as parking for patrons of the Stadium as set forth in this Section 2. SCSA or Stadium Company, as applicable, shall also have the right to use the Main Lot (exclusive of those portions of the Main Lot used as the GA Reserved Spaces during any Dual Use Event) for uses ancillary to the operation of the Stadium, including without limitation;(i) the right to sell advertising and space for promotional displays and activities in the Main Lot during, and for a reasonable period before and after, any NFL football game ("NFL Games") or any other Dual Use Event or any Stadium Only Event, including, without limitation, concession stands and kiosks, signs, advertising and other promotional uses; **provided that such promotional displays will be removed by SCSA or Stadium Company within a reasonable time following such event** and will not be located on GA Reserved Spaces during any Dual Use Event (as defined in and (ii) ingress to and egress from the Stadium over and across the Main Lot. It is acknowledged that GA Tenant has the right to operate the Theme Park, including, but not limited to, concession stands/carts, picnic pavilion and related amenities, rides and other attractions and promotional uses, all within the "Premises" (as defined in the Amended Lease) and, to the extent authorized in the Amended Lease, in the GA Reserved Spaces, during and for a reasonable period before and after NFL Games and, subject to the approval of the Stadium Parties, which approval may only be withheld if the GA Tenant's planned use would unreasonably interfere with a previously planned event, during and for a reasonable period before and after Stadium Only Events.*

In addition, the Parking Agreement does not permit long term storage of any equipment on the Main Lot. Further, per ADA regulation, parking spaces closest to the Stadium must be available for accessible parking spaces use when the Stadium is in use. This means that for small events when the magnetometers are not in use, the kiosks, storage units, and other supplies and equipment that are on top of the marked accessible parking spaces must be removed.

¹ Section 2.1 Stadium Use of the Main Lot

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It also appears that StadCo has placed a storage corral on the Main Lot that is not permitted under the Parking Agreement. The corral as well as all of the supplies and equipment stored there must be removed permanently.

The attached image visually identifies the areas referenced in this letter.

In order to come into compliance with your obligations regarding use of the Main Lot the following actions must be taken at StadCo's expense:

1. Within 3 days following any event in which the magnetometers are in use for admission to an event all kiosks and other equipment must be removed from any marked accessible spaces and stored elsewhere other than on the Main Lot.
2. Within 15 days of the date of this letter the storage corral and all items contained within it must be removed from the Main Lot.

Please let me know if you have any questions with regard to this letter.

Sincerely,



Deanna J. Santana
Executive Director

Attachment

CC: Santa Clara Stadium Authority Board (as part of November 27, 2018 Executive Director Report)
Walter C. Rossmann, Chief Operating Officer
Brian Doyle, Stadium Authority Counsel
Jim Mercurio, Stadium Manager, Forty Niners Stadium Management Company LLC
Duffield Milkie, Cedar Fair Entertainment Company Executive Vice President, General Counsel

Attachment: Levi's Stadium Main Lot Compliance Issues

Kiosks and
Other
Equipment



Storage

