

**East Bay Regional Park District**

**REQUEST FOR PROPOSAL FOR CONCESSION OPERATION OF THE  
ANTHONY CHABOT EQUESTRIAN CENTER  
14600 Skyline Blvd., Oakland, CA 94619**

**ISSUED: August 20, 2009**

**East Bay Regional Park District  
2950 Peralta Oaks Court, Oakland, CA 94605-0381  
[www.ebparks.org](http://www.ebparks.org)**

## I. NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT will receive at District's Operations Division office, 2950 Peralta Oaks Court, Oakland, California 94605 on October 1, 2009, at or before the hour of 3:00 p.m., sealed proposals for the operation of Anthony Chabot Equestrian Center in Anthony Chabot Regional Park in Oakland, California. Proposers are invited to, but need not, be present at the opening of proposals. Proposals must be on prescribed forms.

The Board of Directors reserves the right to reject any and all proposals, to modify the terms of this Request for Proposal either before or after the deadline for submission of proposals, negotiate with one or more of the proposers, to call for additional proposals, or refrain from accepting any proposal. The Concession Agreement the District expects to award shall in no event become effective until an award is approved by Resolution of the Board of Directors.

Proposals shall be submitted on the accompanying proposal form with attachments and shall conform to the requirements set forth in these instructions. Failure to complete any portion of the proposal form with attachments may be cause for rejection of the proposal.

The District's policy in awarding this Concession Agreement will be based primarily on the most qualified proposer overall, and not simply on the rental payments proposed. The District will carefully investigate each proposer's background and experience in the development and operation of like facilities.

Proposers must be prepared to make all determinations of feasibility necessary to the operation of the proposed use.

Please be certain that your proposal is complete and delivered at District Operations Office, 2950 Peralta Oaks Court, Oakland, California 94605, October 1, 2009, at or before the hour of 3:00 p.m. Under no circumstances will proposals be accepted after that time.

Should you have any questions regarding this matter, please contact East Bay Regional Park District Revenue and Administration Manager, Mimi Waluch at (510)544-2513, or [mwaluch@ebparks.org](mailto:mwaluch@ebparks.org).

Dated: August 20, 2009

EAST BAY REGIONAL PARK DISTRICT

## II. REQUESTS FOR PROPOSALS

### ANTHONY CHABOT EQUESTRIAN CENTER, ANTHONY CHABOT REGIONAL PARK

#### A. INTRODUCTION

The East Bay Regional Park District (“District”) is seeking an experienced operator to provide an equestrian service at Anthony Chabot Regional Park. It is expected that a Concession Agreement will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Board of Directors of the District.

Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

#### B. SETTING

Anthony Chabot Equestrian Center is an equestrian facility convenient to the Oakland-Berkeley Metropolitan Area, having 70 horse stalls or stall paddock combinations for renting to the public.

There is a residence included at the facility which is a single family home with two bedrooms, one bath, living room, dining room and kitchen. During the term of the Agreement, Concessionaire or an employee of Concessionaire shall occupy this residence. It is anticipated the main residence will undergo a series of repairs and will not be available for occupancy the first year of the Agreement. There is a security trailer residence, three bedrooms, two bath, living room, dining area and kitchen, available for use by the Concessionaire while the main residence undergoes maintenance and repairs.

Anthony Chabot Equestrian Center is located in Anthony Chabot Regional Park and has easy access to miles of horseback trails that wind around this 5,067-acre park. The park, just a few miles over the ridge from downtown Oakland, offers visitors a number of activities and resources surrounded by beautiful grasslands, chaparral, and shady eucalyptus groves or along the shores of Lake Chabot, including camping (by reservation), nature study, picnicking and hiking, bicycling and equestrian trails. The East Bay Skyline National Trail, which traverses 31 miles of East Bay hills from Richmond to Castro Valley, runs the length of the park.

#### C. LOCATION

The site is located at 14600 Skyline Boulevard, Oakland, California 94619, approximately two and a half miles of the I-580 freeway Keller Avenue exit.

#### D. RECREATIONAL OBJECTIVES

The recreational objectives of Anthony Chabot Equestrian Center are to provide a horse boarding facility open to the general public, available for the boarding of individually owned horses, and to provide lessons for riders and training for horses for both boarders and the general public.

The Proposal will be evaluated based on a concessionaire's ability to offer a variety of programs and services. The proposal should demonstrate the concessionaire's capability to improve, maintain and manage the Anthony Chabot Equestrian Center as a public facility, in addition to providing a range of equestrian-oriented programs and services. These programs and services may be provided directly by one concessionaire or in combination with an agreement with qualified sub-concessionaires.

1. The RFP will review the primary Concessionaires' and all partners or potential sub-concessionaires and their experience related to the following list of facility requirements: Provide a full service equestrian and park facility for the public, including but not limited to, horse boarding, group and individual instruction for adults and youth and other programs consistent with or complimentary to an equestrian center (for example, horse shows and clinics, educational, instructional and other services consistent with an equestrian center; children summer day camps etc.). The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements.
2. Offer hours of operation consistent with a public equestrian center.
3. Improve the premises to maximize accessibility, general safety and overall appearance.
4. Assume all maintenance, upkeep and operational obligation for the property at no cost to the District.
5. Protect creek water quality and riparian habitat; provide a manure removal program that allows no more than 80 cubic yards of manure on the property at any time. Conform to 50 foot creek setback.
6. Provide a presence (by concessionaire, an employee or person acting on behalf of concessionaire) on the site to operate the facility and respond to emergencies on a 24 hour per day, 365 days per year basis.

#### E. CAPACITY

The current capacity for boarded horses is a maximum limit of 70. Concessionaire agrees to permit up to three boarded horses and up to three parked trailers from the District's Public Safety Department at no cost to the District for the stalls and parking. The Public Safety Department agrees to pay Concessionaire costs, including labor, associated with their horses care. Concessionaire shall not board and/or train more than two of its own horses at the premises and shall pay the standard fees and charges.

#### F. TERM OF AGREEMENT

The Concession is being offered for a five-year initial term with one five-year renewal option to the District's sole discretion based on satisfactory performance.

### III. INSTRUCTIONS

#### A. PURPOSE

This Request for Proposal (RFP) provides all potential operators with relevant information, a proposed sample Concessionaire Agreement, and the necessary forms required to submit a proposal for operation of Anthony Chabot Equestrian Center.

#### B. PROCEDURES

Proposals must be submitted according to these instructions. Sealed proposals will be received at the District Operations Office, 2950 Peralta Oaks Court, Oakland, California 94605, until 3:00 p.m. on October 1, 2009. At this time, all proposals will be publicly opened. The opening will be followed at some subsequent time by evaluation and a recommendation to the District Board of Directors for its consideration.

1. Instructions for Submitting Proposals. All proposals must be submitted in triplicate (one original and two copies). This information should be submitted in a sealed envelope bearing on the outside the name of the proposer, his/her address, the date for the opening of the proposals, and the words "Anthony Chabot Equestrian Center." If forwarded by mail, the sealed proposals for the concession of Anthony Chabot Equestrian Center must be enclosed in a larger mailing envelope and received by the East Bay Regional Park District, Operations Department, 2950 Peralta Oaks Court, Oakland, California 94605, by 3:00 p.m. on October 1, 2009.

2. Interpretation of Documents and Addenda. The proposer must carefully examine the requirements and conditions expressed in the attached documents and become fully informed as to the quality and character of facilities and actions required. If any person planning to submit a proposal finds any discrepancy or omission from the proposal documents, or has any question concerning this Request for Proposal, a written request for interpretation must be submitted to the District's General Manager at the address shown above. The District is not responsible for any explanation or interpretation obtained in any other manner. Any change or modification to this RFP shall be issued in the form of Addenda to the Request for Proposal. Addenda prepared for this Request for Proposal will be mailed to all parties listed as requesting a copy of the Request for Proposal at least ten days prior to the proposal opening date. This practice shall be observed even if the proposal opening date must be postponed.

3. Site Visit and Discussion. A group site visit and open question and answer session is scheduled for interested parties on Friday, September 4, 2009, between the hours of 11:00 a.m. and 1:00 p.m.

4. Withdrawal of Proposals. Proposals may be withdrawn only in person by the proposer or his identifiable representative prior to the time set in the advertisement for the opening of proposals. No proposer shall be permitted to withdraw a proposal after the specified proposal opening time, unless the award is delayed by action of the District for a period exceeding 90 days.

5. Rejection of Irregular Proposals. Proposals not meeting the stated minimum terms and qualifications may be rejected by the District as non-responsive. The District reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

6. Review of Proposals. Following the opening, all proposals will be reviewed by a committee consisting of representative of District staff and other interested parties selected by the District. This committee will review all proposals which meet the minimum qualification.

### C. REQUIRED FORMS

All forms shall be submitted in triplicate (one original and two copies) on District forms where provided, and in accordance with these instructions. Provided forms should not be modified. Extra sheets may be used to provide additional information.

#### 1. Forms Provided.

a. Proposal Form. Proposer shall insert the percentage of gross receipts as defined in the proposed sample Concession Agreement, which he/she is willing to pay the District. The minimum percentage Concession Fee the District is 5% of gross receipts or a flat rate monthly fee.

b. Statement of Personal History and Experience. Each proposer shall provide a statement of personal history and experience covering his/her background, knowledge and hands-on experience in the operation of an equestrian facility(s), activity involved in the management of the facility(s).

c. Statement of Proposer's Principals. Proposer shall utilize the attached form to supply the indicated information about each person who will have primary management responsibility for each component of the concession activity.

d. Statement Regarding Additional Services. Proposers are encouraged to propose to offer services in addition to current services provided at Anthony Chabot Equestrian Center. A plan for enhancement of facilities and improvement of services should be outlined. The approval to allow any of these services rests with the District. Provide a brief description of the proposed additional services.

e. Statement of Financial Condition. Proposer shall provide financial information called for in the attached form, including signing the information release form for the bank. Significant weight will be given to such financial information in the selection process.

#### 2. Forms Not Provided.

a. Pro Forma Income or Cash Flow Statement. Proposer shall prepare a projection of revenues and expenditures anticipated from the proposed concession activities. Revenues should include all forms; horse rentals, stall rentals, lessons and any other

service performed for which a fee is charged. The statement must show month-by-month projections for the first twelve months, assuming a start-up date of November 1, 2009.

b. Insurance. Proposer shall include a letter from an insurance company or its broker or agent licensed to do business in California and rated "A" or better by Bests Key Rating Guide stating that the insurer has reviewed the attached proposed sample Concession Agreement and will provide the required insurance (including insurance for Special Events).

c. Proposed Sample Concession Agreement Language Changes. Proposer shall provide the specific language of any proposed changes to the attached proposed sample Concession Agreement, and provide a full written explanation of why each change is proposed. The District, in its sole discretion, shall approve or reject each proposed change and have the right to make other modifications in the proposed sample Concession Agreement prior to final execution as agreed by the parties.

d. Written Information. Proposer shall attach all written information available, including advertising and brochures showing recent activity of equestrian services rendered.

e. Boarder agreement. Proposer shall attach a sample of his/her boarder agreement used in prior operations or proposed to use at this facility.

f. Release, Waiver and Assumption of Risk Agreement. Proposer shall attach a sample of his/her waiver form to be used for the public rental horse ride operation.

#### IV. BASIS OF AWARD

In seeking a Concessionaire for the Anthony Chabot Equestrian Center, the District desires to provide quality service to the public in an atmosphere compatible with the natural, beautiful setting of Anthony Chabot Regional Park.

The District will investigate the financial capability, reputation, integrity, skill, relevant experience, and quality of performance of each proposer, including its stockholders and principals, before making award. Award of a Concession Agreement, if any, will be based on both objective and subjective comparison of proposers and proposals. Information being solicited from proposers is intended to provide the District with adequate knowledge of proposers and proposals in order that the District can judge the relative merits of each. Evaluation will be based on the items listed below. Except for payments to the District which shall bear heavier weight, the order of the items below is not intended to portray any ranking of the relative priority.

<u>ITEM</u>	<u>CONSIDERATION</u>
Payments to District	Evaluation of projected payments; evidence of ability to such projections.
Quality of Service	Evaluation of previous and proposed quality and quantity of service; ability to work harmoniously and flexibility with others.
Experience and Background	Years in business; amount of relevant experience (breadth and length); evidence of a variety of experiences in the business.
Financial Capability	Capability to provide services throughout the term with adequate strength to cover start-up and sustain possible losses; sources of financing and availability of immediate funds and back-up funds; proposed investment in promotion. Provide Performance Bond of \$10,000.00.
Enhancement	Proposed enhancement plan for improvement of facilities and services at Anthony Chabot Equestrian Center; evidence of ability to accomplish these objectives.
Concession Agreement Changes	Effect on District; reasonableness.

PROPOSAL FORM

ANTHONY CHABOT EQUESTRIAN CENTER

To the BOARD OF DIRECTORS OF EAST BAY REGIONAL PARK DISTRICT ("DISTRICT"):

The undersigned have visited the site, made inspections and investigated the conditions surrounding the concession at the Anthony Chabot Equestrian Center located at 14600 Skyline Blvd., Oakland, CA 94619, part of Anthony Chabot Regional Park in Alameda County to our satisfaction. We have read and understood the Request for Proposals, including the attached Proposed Sample Concession Agreement in accordance with this proposal and propose to enter into the Agreement. We have had and used the opportunity to obtain relevant information from the District, but agree that all such information must be checked by us since we can rely only on the written material in the RFP. We also agree that any clerical, mathematics, or other errors made by us in preparing this Proposal shall not relieve us of our obligation to enter into the Concession Agreement as proposed.

If our Proposal is accepted by District, the undersigned, as Concessionaire agrees to:

Plan A:

1. Pay as the Concession Fee, \_\_\_\_\_% of monthly Gross Receipts (as defined in the Concession Agreement).
2. Pay as the Maintenance Fee, \_\_\_\_\_% of monthly Gross Receipts as defined in the Concession Agreement.

Plan B:

1. Pay a Monthly Flat Rate Concession Fee of \$ \_\_\_\_\_.
2. Pay a Monthly Flat Rate Maintenance Fee of \$ \_\_\_\_\_.

Affidavit of Proposer. Each of the undersigned hereby represents, warrant and certify to the East Bay Regional Park District that:

(1) The proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not named, and neither the Proposer nor the undersigned have directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal or to submit a sham proposal, and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer.

(2) There are no material misstatements or withholding of facts in this proposal or in any of the attachments supplied with the proposal. The Proposer acknowledges that any such misstatement or withholding shall constitute good cause for cancellation at any time by District of the Concession Agreement.

The undersigned hereby respectfully submits this proposal as of this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_, 2009

SOLE PROPRIETORSHIP

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_

Signature:

\_\_\_\_\_  
\*\*

PARTNERSHIP OR JOINT VENTURE

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
\*\*

\_\_\_\_\_  
\*\*

\_\_\_\_\_  
\*\*

\_\_\_\_\_  
\*\*

Name of Partnership or Joint Venture  
a California \_\_\_\_\_  
(Type of Entity)

CORPORATION

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_, President  
No. of shares owned: \_\_\_\_\_

\_\_\_\_\_, Secretary  
No. of shares owned: \_\_\_\_\_

\_\_\_\_\_, \*\*  
No. of shares owned: \_\_\_\_\_

Name of Corporation \_\_\_\_\_ a California  
Corporation (Seal)

Date of Incorporation: \_\_\_\_\_

Total of No. of Shares Outstanding: \_\_\_\_\_

\*Show residence address if different from mailing address.

\*\*Type or print name and title beneath each signature.

(The form may be duplicated)

STATEMENT OF PERSONAL HISTORY AND EXPERIENCE

This Statement forms a part of the Proposal for the Concessionaire at Anthony Chabot Equestrian Center. (If a question does not apply to you, place NA on the space provided.)

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS)

Date \_\_\_\_\_

1. Name: \_\_\_\_\_

2. Residence or Business Address: \_\_\_\_\_

\_\_\_\_\_

Residence or Business Phone: \_\_\_\_\_ Social Security No. \_\_\_\_\_

**Social Security number will be used to assist the District in verifying financial information submitted by proposers. If financial information can not be verified, the District will not be able to evaluate the applicant. Disclosure of Social Security number is voluntary.**

California License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Previous Residence for past five years, and dates:

a. \_\_\_\_\_ Dates \_\_\_\_\_

b. \_\_\_\_\_ Dates \_\_\_\_\_

c. \_\_\_\_\_ Dates \_\_\_\_\_

3. What is your present business or employment? \_\_\_\_\_

\_\_\_\_\_

If self employed:

Are you its full \_\_\_\_\_; or partial (\_\_\_\_\_ %) owner?

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ For How Long: \_\_\_\_\_

What was the gross income of the above business the last full year of operation?

\$ \_\_\_\_\_

What was the net profit for the last full year of operation?

\$ \_\_\_\_\_

Is your business a sole proprietorship, corporation, partnership or other? Explain:

---

---

If a sole proprietorship, are you the owner? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Describe services you perform:

---

---

---

5. Have you ever had a bond or surety canceled or forfeited? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state the name and address of the bonding company, date, amount of bond and reason for such cancellation or forfeiture:

---

---

---

6. Have you ever been convicted of or pled guilty to any crime (other than minor traffic violations)? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state violations, dates, and locations.

---

---

7. Have you or your spouse ever been adjudicated bankrupt or filed any form of bankruptcy proceedings? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

---

---

8. Has any corporation in which you were an officer filed bankruptcy during the time you were an officer? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state the name of such corporation, your position, date, court jurisdiction, amount of liabilities and amount of assets.

---

---

9. Have you ever owned, managed or been employed by an equestrian operation or related enterprise?

Yes \_\_\_\_\_ (detail description of all instances is required to be listed below or attach)

a. Name of Business: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Location: \_\_\_\_\_

Job Title: \_\_\_\_\_

Length of Employment: From \_\_\_\_\_ To \_\_\_\_\_

Salary or Net Profit (Indicate which) \$\_\_\_\_\_per year

Description of work and responsibilities:

---

---

---

Reason for leaving: \_\_\_\_\_

b. Name of Employer: \_\_\_\_\_

Type of Business or Facility: \_\_\_\_\_

Location: \_\_\_\_\_

Job Title: \_\_\_\_\_

Length of Employment: From \_\_\_\_\_ To \_\_\_\_\_

Salary or Net Profit (Indicate which) \$\_\_\_\_\_ per year

Description of work and responsibilities: \_\_\_\_\_

---

Reason for leaving: \_\_\_\_\_

10. Have you ever been involved in the promotion or production of any Special Events for large groups? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide names, dates, number of people attended, and describe your activities and responsibilities:

---

---

---

11. List any additional evidence of your qualifications to provide equestrian services, promote facility enhancement, and produce special events for the Anthony Chabot Equestrian Center:

---

---

---

12. List your method of compliance with the California Injury and Illness Prevention Program - SB 198.

---

---

13. List your methods of compliance with the American Disability Act (ADA):

---

---

14. List your method of insuring that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. These codes refer to the fingerprinting of all employees that have direct supervision over employees, volunteers or programs that include individuals that are under the age of 18.

---

---

I certify under penalty of perjury that the foregoing is true and correct. Material falsification is grounds for termination of Concession Agreement by District.

Signature \_\_\_\_\_

(This form may be reproduced as needed.)

### STATEMENT OF PROPOSER'S PRINCIPALS

List the person(s) who will have primary management responsibility for each of the indicated components of the Project:

A. Preparation of the Proposal and completion of Contract documents.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_

I agree to be available (subject to disability) to the Proposer to perform such services from \_\_\_\_\_, 2009, until at least \_\_\_\_\_.

Signature \_\_\_\_\_

B. Management and Supervision of the Anthony Chabot Equestrian Operations.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_

I agree to be available (subject to disability) to the Proposer to perform such services from \_\_\_\_\_, 2009, until at least \_\_\_\_\_.

Signature \_\_\_\_\_

C. Planning, Promotion, and Production of Special Events.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_

I agree to be available (subject to disability) to the Proposer to perform such services from \_\_\_\_\_, 2009, until at least \_\_\_\_\_.

Signature \_\_\_\_\_

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

STATEMENT REGARDING ADDITIONAL SERVICES

A. FACILITY ENHANCEMENT

The District is particularly interested in encouraging enhancement of the Anthony Chabot Equestrian Center. Proposer should indicate here ideas and activities he/she is willing to pursue in order to achieve this goal, such as, rebuilding fences, irrigation, fire hazard reduction program, aggressive manure removal program, noxious weed control, etc.

---

---

---

---

---

---

---

---

---

---

**B. SPECIAL EVENTS**

The District is also interested in the possibility of Special Events to be held at the Anthony Chabot Equestrian Center. These events should provide an enjoyable visit to Anthony Chabot Regional Park while increasing and promoting use of the Anthony Chabot Equestrian Center. Proposer should indicate ideas she/he is willing to pursue in order to produce these Special Events, such as Horse Shows, clinics, special needs training, etc.

---

---

---

---

---

---

---

---

---

---

**C. ROUTINE MAINTENANCE**

Describe what your routine maintenance procedures would be at this facility.

---

---

---

---

---

---

---

---

---

---

**D. REFERENCES**

Provide at least three equestrian references.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

### STATEMENT OF FINANCIAL CONDITION

This Statement forms a part of the Proposal Form for the Anthony Chabot Equestrian Center Concession Operation. If a question does not apply to you, write NA in the space provided. As part of the selection procedure, it will be necessary for the Park District to verify each Proposer's financial condition and credit rating. So that we may do this, please provide the information requested below. Material inaccuracies may result in your Proposal, or even an awarded Concession Agreement, being invalidated. Submit a separate statement (copy this form) for the proposer and each other person for whom a separate statement must be submitted pursuant to RFP.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### SUPPLIERS

Please list the suppliers (names and addresses) who have granted you business credit or with whom you do business.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

### OTHER REFERENCES

Please list three credit references:

Name / Address	Daytime telephone
1. _____	_____
2. _____	_____
3. _____	_____

A set of personal or business financial statements, prepared by a CPA or Public Accountant, or three years of Federal income tax returns should be submitted by the applicant intending to operate this concession. Also, applicant must provide a three-year pro forma income statement and statement of cash flow for the proposed activity.

I certify that the foregoing is true and correct. Material falsification is grounds for rejection on the Proposal and/or termination of the Concession Agreement.

Signature \_\_\_\_\_

LIST OF ENCLOSURES AND ATTACHMENTS FOR  
ANTHONY CHABOT EQUESTRIAN CENTER CONCESSION

ITEM	CHECK IF ENCLOSED	FOR DISTRICT USE ONLY - Reviewed and found properly submitted (initial and date)
Proposal Form	_____	_____
Statement of Personal History and Experience	_____	_____
Statement of Proposer's Principals	_____	_____
Statement Regarding Additional Services	_____	_____
Statement of Financial Condition	_____	_____
Pro Forma Statement of Income and Cash Flow	_____	_____
Insurance	_____	_____
Concession Agreement Language Changes	_____	_____
Written Information	_____	_____
Sample Boarder Agreement	_____	_____
Sample Waiver Form	_____	_____

**Attachment 1 – Current Approved Board Fees**

2009 East Bay Regional Park District Board Adopted Fee Schedule for  
Anthony Chabot Equestrian Center

***FEES AND CHARGES***

It is understood that boarding, rental and lesson rates as set by the Agreement may be increased by approval of the East Bay Regional Park District's Board of Directors and the Anthony Chabot Equestrian Center. Current rates are as follows:

Boarding	<b>\$455/month</b> (12 x 16 stall)
	<b>\$460/month</b> (10 x 20 stall)
	<b>\$470/month</b> (12 x 12 outside stall/paddock)

Special Services Available For an Additional Fee

## Attachment 2 – Proposed Sample Concession Agreement

### ANTHONY CHABOT EQUESTRIAN CENTER SAMPLE CONCESSIONAIRE AGREEMENT

THIS AGREEMENT is entered into as of \_\_\_\_\_ 2009 between the EAST BAY REGIONAL PARK DISTRICT, a California Special District (“District”), whose address is 2950 Peralta Oaks Court, Oakland, CA 94605, and \_\_\_\_\_ (“Concessionaire”). The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, District hereby grants to Concessionaire, pursuant to its powers under Section 5540 of the Public Resources Code of the State of California, the exclusive license to operate the equestrian facility at Anthony Chabot Regional Park, signed by the parties, and incorporated herein, subject to the following terms and conditions.

1. **PREMISES.** That District, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby license to Concessionaire for the purposes hereinafter specified, that certain property ("the Premises"), Anthony Chabot Equestrian Center located in Anthony Chabot Regional Park, at 14600 Skyline Blvd., Oakland, CA 94619, and as shown in Exhibit "A".
2. **CONCESSIONAIRE’S FACILITY.** Concessionaire shall use the Premises only for the operation of an equestrian facility as shown in the attached Exhibit “B” and collectively referred to as “Facility”. Installation of additional or different structures than that shown in Exhibit B will require prior written approval of the District, which may be granted or denied in District’s sole discretion.
3. **TERM.** This License is granted for a term of five years beginning \_\_\_\_\_ and terminating \_\_\_\_\_. In District's sole discretion, District may grant Concessionaire the option to extend the term of the Agreement for one five-year option period. Concessionaire shall give notice to District sixty days prior to expiration of initial term to request entering into the option period. District shall respond within thirty days to such request.

This Agreement shall be subject to early termination as follows:

- a. Upon at least 180 days prior written notice to such effect by Concessionaire to District.
- b. By District, upon determination by its Board of Directors, that an equestrian center is an incompatible use of Premises. The Board of Directors shall have sole discretion to determine whether an equestrian center is an incompatible use or constitutes a nuisance or public safety hazard to other park users. Upon such a determination, Concessionaire shall be given 180 days to remove all its property and repair any damage Concessionaire has caused.

#### 4. FEES AND CHARGES.

- a. Concession Fee. Concessionaire shall pay to District as the Concession Fee, without deduction, set off, or demand, the sum equal the flat rate of \$ \_\_\_\_\_ or the sum equal to the \_\_\_\_\_% of Concessionaire's Gross Receipts, as defined in Section 4.c., for the prior calendar month for the initial term of this Agreement.

Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the District by the 15th day of each month, a verified statement, as shown in Exhibit "C", of its total gross receipts for the preceding month along with the Concession Fee for that period. The monthly statement and the Concession Fee shall be mailed to the Finance Department, P.O. Box 5381, Oakland, California 94605-0381.

- b. Late Charge. If any installment of Concession Fee due from Concessionaire is not received by District when due, Concessionaire shall pay to District an additional sum of 10% of the overdue concession fee as a late charge. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent District from exercising any of the other rights and remedies available to District.
- c. Gross Receipts. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, deposits, commissions received, and services performed by Concessionaire in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts whether or not payment is actually made to Concessionaire). In addition, gross receipts shall also include the total aggregate amount received by Concessionaire from the operating of vending machines and any rent or compensation received from the rental of the security residence. Any transaction on an installment basis involving the extending of credit shall be treated as a sale for the full price at the time such transaction was entered into irrespective of the time of payment or when title passes. "Gross receipts" shall not include the amount of any tax on sales from the premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.

Sales of the Concessionaire's fixed assets, such as equipment, will not be considered part of gross receipt. The exception would be sale of horses, if these sales are considered a routine source of revenue for the business. If considered a revenue source, the net profit on the sale of a horse would be included in gross receipts.

In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in gross

receipts. However, if the Concessionaire adds a "handling or service" percentage to the actual costs, then this "handling or service" fee shall be included in gross receipts.

- d. Concessionaire's Maintenance Fund. In addition to the percentage Concession Fee paid during the term pursuant to Section 4.a. and the ongoing maintenance required by this Agreement, Concessionaire agrees to expend for major maintenance, replacement, or addition of District-owned facilities, the sum equal to the flat rate of \$ \_\_\_\_\_ or the sum equal to \_\_\_\_\_% of Concessionaire's Gross Receipts.

District will account for these funds in a separate account designated as "Chabot Equestrian Center Maintenance Fund" and maintain adequate records thereof. These funds are solely for use for maintenance and improvements to the facility as listed in Exhibit "D". Concessionaire acknowledges that they possess no right, title or interest in these funds other than to administrate pursuant to this Section. Expenditures from this maintenance fund shall require District's prior written approval and the projects approved in the maintenance fund plan shall be completed during the term of this agreement. If Concessionaire uses its own labor for these projects, payment for such labor for the purpose of this Section will be calculated at the actual hourly rate including 25% for payroll taxes and benefits or not more than three times the minimum wage, whichever is less. No credit for management or supervision will be allowed.

Concessionaire will prepare a maintenance fund plan by January 1, each year and meet with the Park Supervisor and Revenue Manager to obtain the necessary District approvals and prioritization. The minimum dollar amount for a project to be approved for this fund is \$300. No maintenance fund activities shall begin without District's prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to District and approved by District's Chief of Design or designee. Such review will be completed by District within thirty working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment.

Upon completion of an approved maintenance project, the Concessionaire will submit to the Park Supervisor a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, time cards must be submitted. The Park Supervisor will approve the expenditures and forward them to the Revenue Manager for reimbursement to the Concessionaire.

Any unexpended major maintenance and/or replacement of funds at the end of the term shall become the property of District and shall be used to improve the Premises. Unexpended major maintenance funds may not be used as payment for License fees due to the District.

- e. **Records - Inspection.** Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Facility in separate records of account in a manner reasonably acceptable to District, and District shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports.
  - f. **User Rates and Agreements.** The rates and charges to users of the Facility are listed in Exhibit "E" which is attached hereto and made a part hereof.
  - g. **Rate Increases.** Concessionaire shall not increase the user rates in Exhibit E and/or institute any additional services and charges without the prior written consent of the District, which consent shall not be withheld unreasonably. Concessionaire will attempt to keep prices below competitors' pricing. District agrees to approve any price changes that are below immediate competitor prices.
  - h. **Boarder Agreement.** All boarders shall occupy space pursuant to the terms of the attached Boarder Agreement, Exhibit "F" which Exhibit is attached hereto and made a part hereof
- 5. PROMOTION and SIGNS.** Concessionaire shall not display any signs whatsoever within the park or on the Premises without the prior written consent of the Park Supervisor. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. District agrees not to withhold nor delay approval of reasonable requests for signs.
- Concessionaire shall maintain one or more bulletin boards for posting notices hours of operation, fees, safety regulations, information about activities on the Premises, etc., and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "Anthony Chabot Regional Park an East Bay Regional Park District facility".
- 6. CONDITION OF FACILITY AND EQUIPMENT.** Concessionaire acknowledges and agrees that the Facility is in good and tenantable condition. Concessionaire further acknowledges that the equipment to be provided by District is in good operating condition. Concessionaire shall accept the Facility and equipment to be provided by District in their presently existing "as is" condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto.
- 7. USE OF THE PREMISES.** Concessionaire shall use the Premises to operate, manage and maintain the service operations for the public described below in this Section upon the terms and conditions of this Agreement and for no other purposes. The Premises shall be used by Concessionaire solely for the purpose of boarding

horses, in stalls or stall/paddock combinations (no pasture boarding available), conducting riding lessons, providing clinics, selling horse related items and for no other purpose unless otherwise provided herein, without the prior written consent of District in its sole discretion. Said services shall be conducted and offered on substantially the same basis as like services are conducted and offered by other high quality stables open to the general public. Concessionaire may sell food or beverages to the public or patrons on the premises only with the prior written consent of District and with prices approved by the District. Use of Premises includes:

- a.** Provide a full service equestrian and park facility for the public, including but not limited to, horse boarding, group and individual instruction for adults and youth and other programs consistent with or complimentary to an equestrian center (for example, horse shows and clinics, educational, instructional and other services consistent with an equestrian center; tack shop; etc.). This Agreement does not include rental rides. The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements.
- b.** Offer hours of operation consistent with a public equestrian center. Post hours of operation. Post barn rules and suggestion/complaint/grievance procedure in a prominent location. Post name(s) of person in charge if other than Concessionaire.
- c.** Improve the Premises to maximize accessibility, general safety, and overall appearance.
- d.** Assume all maintenance, upkeep and operational obligation for the property at no cost to the District.
- e.** Provide a manure removal program that allows no more than 80 cubic yards of manure on the property at any time.
- f.** Provide a presence (by Concessionaire, or an employee, or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a 24 hour per day, 365 days per year basis.
- g.** Concessionaire agrees to hold routine monthly Boarder meetings to keep tenants informed of current activities, future plans, projects, etc.
- h.** Concessionaire agrees to permit up to three horses from the District's Public Safety Department to be boarded at no cost to the District for the stalls. The Public Safety Department agrees to pay Concessionaire costs, including labor, associated with their horses care.
- i.** Concessionaire agrees to permit non-customer park users to enter the Premises to water their horses and use restroom facilities during normal

business hours. Concessionaire shall provide emergency telephone service and first aid to such park users to the extent reasonably possible with available personnel.

- j. If any animal, other than a horse, is requested to add to the facility, the Park Supervisor must give prior written approval.
  - k. Other. Other or additional activities by Concessionaire shall require the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Concessionaire shall comply with any and all present laws, general rules or regulations of District and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Premises during the Term. Such rules, regulations and policies of District may include, without limitation, containers for trash removal to aid in the control of yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.
- 8. FACILITY RESIDENCE.** During the term of this Agreement, Concessionaire or an employee of Concessionaire shall reside in the security residence provided by the District. Such residence shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residence in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without District's written permission.

**9. RESTRICTED SALES AND USES.**

- a. Sales and Rentals. District reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which District regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.
- b. Chemicals. No pesticides, herbicides or fungicides may be used by Concessionaire on the Premises that are not approved in writing by District in advance of proposed use.
- c. Storage. Concessionaire shall not store supplies, equipment or other items outside of a structure on the Premises, except as specifically approved in writing by District in advance of such storage.
- d. Private Vehicles. Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-District vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by District from time to time.

- e. Noise. Concessionaire shall not install, use, or permit to be operated or used on the Premises any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises, except as approved in writing by District in advance of such operation and use.

**10. PROTECTION OF PARK AND GENERAL PUBLIC USE.** It is recognized by Concessionaire that the Premises are within a Regional Park, owned, operated, and maintained by the District, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the District. Concessionaire agrees to cooperate with the District to protect lands of the District from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park District's Ordinance No. 38 and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the Park Supervisor and Public Safety within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises. All such rules and regulations must be approved in advance in writing by the District's General Manager and shall not conflict with District Board policy and other rules and regulations established by District. District ordinances and rules and regulations shall take precedence. Concessionaire shall post all facility rules and instruct customers on the safe operations of all activities on the Premises.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Supervisor of the Park or, in case of present danger, to a District Police Officer.

While District shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other District areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify District's Public Safety Department in the event of emergencies or other significant disturbances.

**11. EMPLOYEES-PERSONNEL.** All persons employed or utilized in connection with the operation of the Premises, including relatives and minors, age of fourteen and above, with valid work permits and employed under the strict guidelines of California

Child Labor laws, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire. If in the reasonable judgment of District, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-District facility upon Concessionaire's receipt of written notice from District's General Manager to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164 (Exhibit "G"), that Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted. Livescan fingerprinting service is available through the District's Public Safety Division, located at Lake Chabot Regional Park, for the current Department of Justice rate for a background check. Concessionaire shall file with the District a certificate showing that within the last two years, every person employed in the in programs with minors has been examined and has been found to be free of communicable tuberculosis, all in accordance with the provisions of the Public Resources Code, Section 5164 (Exhibit G).

**12. LICENSES.** Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, and the Facility meet current applicable health and sanitation regulations, as well as all necessary business licenses and permits.

**13. FACILITIES AND EQUIPMENT PROVIDED BY DISTRICT.** Upon commencement of the Term, District shall provide to Concessionaire the equipment listed on Exhibit B. Notwithstanding the foregoing, the equipment listed on Exhibit B may be provided by District in District's sole discretion.

**14. UTILITIES.** Except as otherwise specified, Concessionaire shall promptly pay for all services and utilities consumed on the premises, including without limitation electricity, gas, telephone, water, and sewer service, in the event a positive connection is made to a public sewer system. District currently provides a holding tank and pump out arrangement for sewer service, free of charge to Concessionaire, and is in the process of applying for a permanent sewer connection which will be the responsibility of the District. Upon permanent sewer connection, Concessionaire will be responsible for bi-monthly sewer maintenance fee.

**15. FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE.**  
Concessionaire at its own cost and expense shall provide the following:

All equipment listed above shall remain the property of the Concessionaire. Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by District. This equipment will remain the property and responsibility of Concessionaire who shall obtain written approval of District prior

to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the recreation area. Concessionaire shall be responsible for telephone service and for all costs related to the burglar alarm systems on its portion of the Premises.

**16. CONCESSIONAIRE'S MAINTENANCE OBLIGATION.** Concessionaire agrees to maintain in good order and repair any and all concession structures, facilities, improvements, and equipment on the Premises, at Concessionaire's cost and expense, during the entire term. Concessionaire shall perform any required maintenance. Should Concessionaire fail, neglect or refuse to do so, the District shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the District for the cost thereof, provided, however, that the District shall first give Concessionaire ten days' written notice of its intention to perform such maintenance. District shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this Agreement.

District reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by District, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that District may proceed expeditiously.

District shall have the obligation to repair or replace to the extent the damage or destruction is caused by the sole negligence of District. Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over the Premises. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions. In addition to the general maintenance required above, Concessionaire shall make and observe the following in a prompt manner:

- a. Fill depressions in excess of two inches in blacktop in front of stalls as they occur.
- b. Maintain the manure removal program.
- c. No more than eighty cubic yards of manure may be at the Facility at any time.

- d. Level stalls with soil frequently as depressions in excess of four inches occur.
- e. Clean automatic waterers at least monthly and more often as required to prevent algae buildup.
- f. Shape or re-slope outside paddocks for improved footing and drainage at least annually.
- g. Scrub down food managers as needed.
- h. Replace burned out bulbs promptly.
- i. Spread existing sand and drag/smooth both inside and outside arenas with a harrow and add material acceptable to District to maintain loose soil to a depth of four to five inches, at least bi-annually.
- j. Clean all public restrooms in round barn daily.
- k. Mow and remove weeds from exterior barns and at wayside areas. Maintain grounds free from fire hazard conditions.
- l. Maintain landscaping and trees.
- m. Maintain plumbing and irrigation system.
- n. Repair fencing as needed.
- o. Keep roof gutters clear of debris. Keep roofs free of leaves and tree branches.
- p. Monitor and control pest problems - pigeons, flies, rodents, etc. Report all use of herbicides and pesticides to IPM specialist and Park Supervisor.
- q. Check all fire hoses regularly and outside water source for fire engines.
- r. Keep indoor arenas well sprinkled and minimize dust in barn.
- s. Maintain bedding materials, including pick-up/remove manure, wet shavings daily, and place sufficient amount of shavings to provide adequate bedding.
- t. Conduct Regular horse health checks (two to three times per day).

**17. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS.** At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by District as hereinafter provided, to construct alterations, additions and/or improvements to the Premises, at Concessionaire's sole cost and expense and without reimbursement from the District. Whenever Concessionaire desires to

construct alterations, it shall prepare specifications and working drawings and submit them to District's Design Department for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises, the Park environment, and in accordance with local building code requirements.

Upon expiration or termination of this Agreement, any alterations to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the District.

**18. TITLE TO IMPROVEMENTS.** Concessionaire hereby acknowledges the title of District in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

**19. INDEMNITY.** Concessionaire hereby waives all claims and recourse against the District, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or sole willful misconduct of District, its officers, directors, agents, or employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Concessionaire shall indemnify, hold harmless, and defend the District, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents, or employees.

District shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. District shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against District or District is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Concessionaire's sole expense or reimburse District for District's litigation costs,

expenses and attorney's fees in undertaking to represent itself.

In the event a claim is made against both District and Concessionaire for the joint and several liabilities of District and Concessionaire, the determination as to the apportionment of liability between District and Concessionaire shall be made by the judge in a court of competent jurisdiction. Neither District nor Concessionaire shall request that the apportionment of liability be determined by a jury.

Notwithstanding the apportionment of liability between District and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents, or employees.

**20. INSURANCE.** Concessionaire shall carry during the term of this License, at its own cost and expense, the following insurance:

- a. General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate which amount may be satisfied through an umbrella policy.
- b. Fire/Property Insurance** on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the concessionaire, placed or constructed upon the premises by Concessionaire, in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the District and the Concessionaire as same shall appear. Concessionaire and District agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)
- c. Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.
- d. Worker's Compensation** as required by law and Employer's Liability with limits of \$500,000 per occurrence. The insurer will waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.

- e. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and are subject to approval by District.
- f. **Other Insurance Provisions:** The policy is to contain, or be endorsed to contain, the following provisions:
  - i. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.
  - ii. Concessionaire's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.
  - iii. All endorsements to policies shall be executed by an authorized representative of the insurer.
- g. **All Coverages:**
  - i. Each insurance policy required by this clause shall be endorsed to state that District will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.
  - ii. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A- or better.
  - iii. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

**21. WAIVER OF CLAIMS.** The Concessionaire hereby waives any claim against the District, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

**22. WAIVER OF CONTRACT TERMS.** No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver

at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of District to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the District of any default. No option, right, power, remedy, or privilege of District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the District by this Agreement shall be deemed cumulative.

**23. NON-DISCRIMINATION.** The Licenses and Concessionaire's members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

In the performance of this contract, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

**24. TAXES.** Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save District harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

**25. PAYMENT OF DEBTS - NO LIENS.** Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.

**26. ASSIGNMENT AND SUBLETTING.** Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the License or in the Premises, without District's prior written consent which may be granted or denied in District's sole discretion.

Notwithstanding the foregoing, Concessionaire shall have the right to assign this License, with notification to District (but without the need for prior consent), to its general partner or any entity which controls, is controlled by, or is under common control with Concessionaire, to any entity resulting from merger or consolidation with Concessionaire, or to any person or entity which acquires substantially all of Concessionaire's assets, provided that such assignee assumes in full all of Concessionaire's obligations under the License. Notwithstanding anything to the contrary contained in this Agreement, Concessionaire may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Concessionaire (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, banker's acceptances and similar facilities or in respect of guaranties thereof.

**27. RIGHT OF ENTRY.** Concessionaire agrees that District and its agents may enter upon the Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted District under the terms of this Agreement, or otherwise to protect any of the rights of District and there shall be no liability against District for damages thereby sustained by Concessionaire nor shall Concessionaire be entitled to any abatement or reduction of rental herein by reason of the exercise by District of any such right herein reserved.

**28. CONFLICT OF INTEREST.** Concessionaire warrants and covenants that no official or employee of District nor any business entity in which an official or employee of District is interested; (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to District. In the event District determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of District, Concessionaire, upon request of District, shall terminate such employment immediately.

**29. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR.** It is expressly agreed that under the license to operate the facility granted by this Agreement, Concessionaire shall be, and is, an independent contractor, and is not an agent or employee of District. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters, and shall be solely responsible for Concessionaire's own acts and those of subordinates and employees.

**30. SUGGESTIONS-GRIEVANCE COMPLAINT PROCEDURE.** Concessionaire agrees to install, maintain and operate the following suggestions-complaint procedure for the Equestrian Center. Concessionaire shall post and keep posted on the club room bulletin board the following notice:

## Suggestions - Complaint Procedure

Any person desiring to present any suggestion or complaint concerning the operation or condition of the Anthony Chabot Equestrian Center shall present same verbally to the Equestrian Center Manager. If satisfaction is not obtained, the suggestion or complaint shall be followed up in writing to the Equestrian Center Manager, with a copy to be mailed to the Revenue Manager, East Bay Regional Park District, 2950 Peralta Oaks, Oakland, CA 94605-0381.

Subject to the provisions of the Agreement, both District and Concessionaire shall in good faith endeavor to respond positively and favorably to such suggestions and complaints.

**31. SAFETY.** No special events will be conducted by Concessionaire without prior approval by the District. In order to insure the safety of the public, these safety precautions will be followed at all times; (1) Smoking will be strictly prohibited on the Premises and the surrounding area, and (2) All injury accidents shall be reported to the Park Supervisor within 24 hours.

- a. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of District relative to fire prevention. District shall, at its expense, install and maintain such fire prevention and fire fighting practices and equipment as may be specified or required by Alameda County or any other agency having jurisdiction to regulate fire prevention measures at the Premises.
- b. Hazardous Substances. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said Premises which will in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.
- c. Concessionaire represents and warrants to District that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall hold District harmless from any costs, losses, claims, damages, penalties, and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.
- d. For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

**32. NOTICES.** Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.

**33. DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default of this License by Concessionaire.

- a. The abandonment, vacation, or discontinuance of operations on the Premises for more than one day.
- b. The failure of Concessionaire to make any payment of license fees or any other payment required to be made by Concessionaire hereunder, upon ten days written notice from District of non-payment.
- c. The interest of Concessionaire in the Agreement is assigned, transferred, passes to or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation without the written consent of the District.
- d. The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than thirty days after written notice from the District to correct the condition specified.
- e. The failure to maintain the Premises and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, safe condition, where such failure continues for more than thirty days after written notice from the District for correction thereof.
- f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Concessionaire under the Agreement which is not corrected within thirty days after written notice from the District for correction thereof; and the failure to maintain service standards thereafter.
- g. The failure of Concessionaire to keep, observe and perform all other promises, covenants, conditions and agreements set forth in this Agreement including compliance with local, state and federal law, where

such failure continues for more than thirty days after written notice from the District for correction thereof.

- h. The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, and or a petition or answer seeking a reorganization of Concessionaire under the federal bankruptcy laws or any other federal or state laws.
- i. Concessionaire's material misrepresentation of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of Concessionaire to perform the services under this Agreement.
- j. The filing of any lien or stop notice on account of Concessionaire where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten days.

**34. REMEDIES.** In the event of a material default by Concessionaire, District may:

- a. Terminate this License in which case Concessionaire shall immediately surrender possession of the Premises to District.
- b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Premises for the balance or any part of the term of this License and retain any license fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by District shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this License on Concessionaire's part and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.
- c. It is understood that the remedies herein provided for District in case of a violation of the terms of this License by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies District shall have the right to use at its option.

**35. HOLD OVER.** Any holding over after the expiration of the term of this License, with the consent of District, shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable. District may terminate any hold over tenancy on thirty days written notice to Concessionaire.

**36. MODIFICATION OF AGREEMENT.** Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. District shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

**37. ATTORNEY'S FEES.** Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

**38. ADVICE OF COUNSEL.** Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**39. MISCELLANEOUS.** Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.

**40. ENTIRE AGREEMENT.** This Concessionaire Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

CONCESSIONAIRE

EAST BAY REGIONAL PARK  
DISTRICT

By \_\_\_\_\_  
Owner

By \_\_\_\_\_  
General Manager

Date \_\_\_\_\_

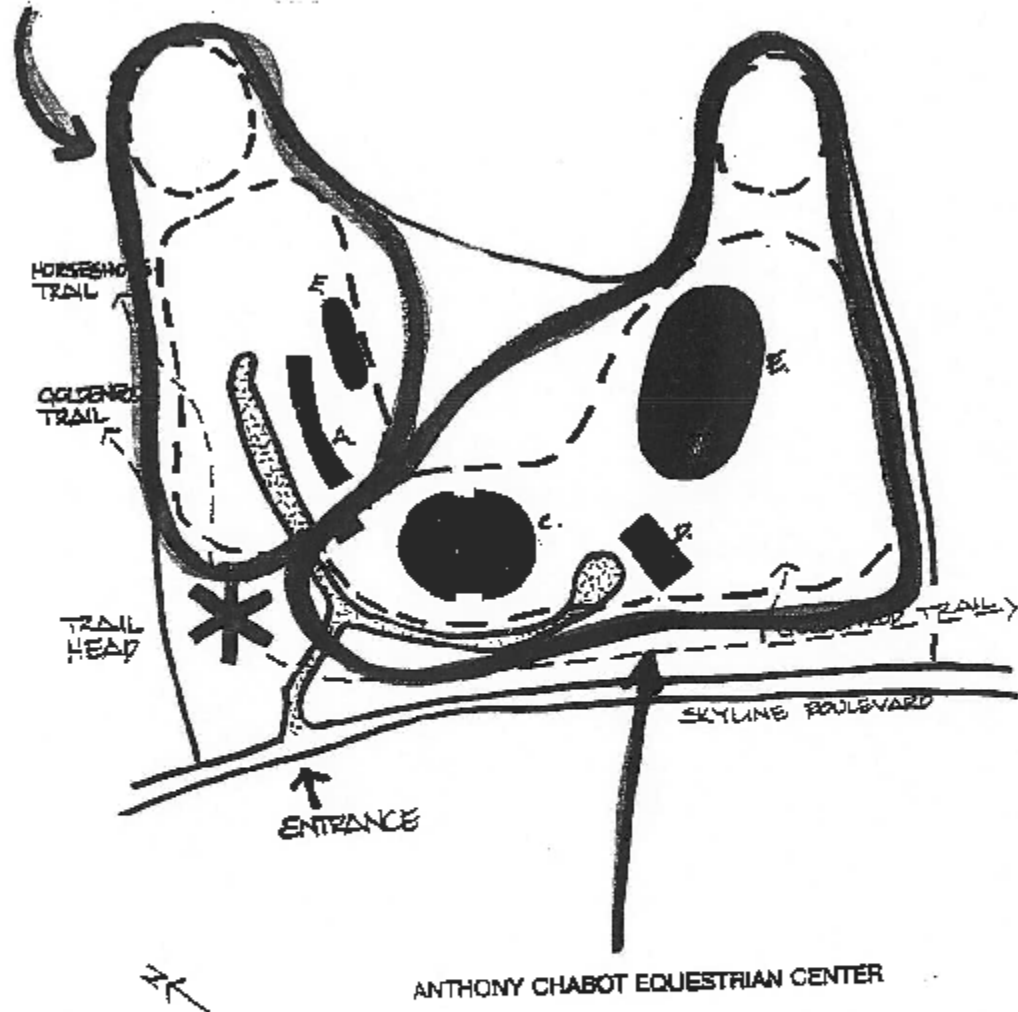
Date \_\_\_\_\_

**EXHIBIT A**  
**MAP OF PREMISES**



MAP OF PREMISES

ANTHONY CHABOT RIDING STABLES



- A. Rental Barn
- B. Residence
- C. Boarding Barn
- D. Portable Barn
- E. Riding Arenas

**EXHIBIT B**

**FACILITIES AND EQUIPMENT PROVIDED BY DISTRICT**

**EXHIBIT C**

**Sample Statement**

Monthly Gross Receipts and Concession Fee for 2009			
<b>SALES DESCRIPTION</b>	<b>JAN</b>	<b>FEB</b>	<b>TOTAL</b>
15 STALLS (see detail below)	6,825.00	6,370.00	13,195.00

SERVICES		290.00	150.00	440.00
LESSONS / TRAINING		1,522.00	1,200.00	2,722.00
OTHER		500.00	500.00	1,000.00
<b>NET REPORTED REVENUE</b>		<b>9,137.00</b>	<b>8,220.00</b>	<b>17,357.00</b>
MAINTENANCE @ 5%		456.85	411.00	867.85
CONCESSION FEE @ 5%		456.85	411.00	867.85
<b>TOTAL FEES</b>	<b>\$</b>	<b>913.70</b>	<b>\$ 822.00</b>	<b>\$ 1,735.70</b>
STALL 1	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 2	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 3	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 4	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 5	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 6	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 7	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 8	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 9	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 10	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 11	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 12	CUSTOMER NAME	\$ 455.00	\$ -	
STALL 13	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 14	CUSTOMER NAME	\$ 455.00	\$ 455.00	
STALL 15	CUSTOMER NAME	\$ 455.00	\$ 455.00	
		<b>\$ 6,825.00</b>	<b>\$ 6,370.00</b>	

## EXHIBIT D

### CONCESSIONAIRE MAINTENANCE FUND CATEGORIES

Maintenance Fund categories are established by District and may include the following items:

- (a) Painting building and facility interiors.
- (b) Landscaping/tree replacement program.
- (c) Replacement of horse damaged equestrian facilities on the premises.

- (d) Installation of automatic horse watering equipment and new feeding devices.
- (e) Upgrading of boarder convenience facilities.
- (f) Construction of new facilities with prior District approval.
- (g) Fencing and/or gate replacement
- (h) Fire protection system.
- (i) Enhancement or development of arenas.

Additional major maintenance categories may be recommended by Concessionaire and established only upon District's written authorization in District's sole discretion.

All newly acquired fixed assets that will become property of the District must be placed on an inventory and a District identification number affixed. This will be the responsibility of the Park Supervisor. The Concessionaire will notify the Park Supervisor upon receipt of such items and will forward the appropriate invoices, warranties, serial numbers, etc. to the Park Supervisor for transmittal to the District Controller.

## EXHIBIT E

### ***FEES AND CHARGES***

It is understood that boarding, rental and lesson rates as set by the Agreement may be increased by approval of the East Bay Regional Park District's Board of Directors and the Anthony Chabot Equestrian Center. Current rates are as follows:

#### Boarding

**\$455/month** (12 x 16 stall)

**\$460/month** (10 x 20 stall)

**\$470/month** (12 x 12 outside stall/paddock)

Special Services Available

For an Additional Fee



VI. Trailer Parking  
\$25.00 per month

\$ Separate Agreement

**(c)** A delinquency fee of \$5.00 per day will be charged for any fees paid after the 7th day of above agreed day each month. A returned check fee of \$25.00 will be charged for each check returned from the bank due to insufficient funds. Owner agrees that said horse(s) shall not leave Anthony Chabot Equestrian Center unless all such payments due are paid in full to Stable.

**(d)** Once board becomes delinquent 10 days from the above mentioned due date, Stable will send notice to Owner informing Owner of delinquent board and late fees. If Owner does not respond within 20 days from the above date, Stable will then provide written notice to remove the horse(s) from Anthony Chabot Equestrian Center within 30 days from above date. If the horse(s) is not removed from Anthony Chabot Equestrian Center by day 30, Owner hereby grants Ownership of said horse(s) to Stable. Stable, at that time has the right to remove the horse from said stall/pasture into Stables community pasture.

**2. Description of the Horse(s).** (Add additional pages if necessary)

Name: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Height: \_\_\_\_\_ Registration/Tattoo No.: \_\_\_\_\_

**3. Turnout.**

If no options are chosen, the Owner will be expressly responsible for all exercise, and it is understood that the horse will not be turned out.

**4. Standard of Care.**

Owner provides all care. Optional Special Instructions:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

(e) \_\_\_\_\_

(f) \_\_\_\_\_

**5. Risk of Loss / Hold Harmless.**

Owner agrees to hold Stable harmless from any act of ordinary negligence of stable or any of his agents, contractors, or employees arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or the property of any person, persons, or corporations occurring during such term of this Lease and arising out of the use or care of said horse.

Owner is aware and understands that the grounds, riding arena, fields and aisle ways can be effected by rain or run-off causing the area to become slippery and the slippery nature of these areas may not be visually noticeable. Owner understands that Stable will do its best to maintain the footing in these areas but at times may be slippery, wet, rutted, eroded or contain holes. Owner hereby accepts and assumes any and all risk of injury, disability, death, damage, and loss to Owner or any other person, to their horse or property and other person's horse(s) or property, whether or not such horses or property are under Owners control, as is caused by or resulting from the condition of the riding surface of the arenas, grounds, aisle ways at Stable.

Owner is aware and understands that in ordinary course of business, motor vehicles (with or without trailers) continuously enter and exit Stable in close proximity areas, and at times in the same areas in where horses are kept, groomed and ridden. Furthermore, people are working, walking, running, riding, lunging and turning out horses, loose and/or barking dogs, cats running, non-domesticated animals running, flags and other misc. objects wave or blown in the wind, and other conditions and distractions occur at the Stable which may cause horse(s) to react unpredictable and in a dangerous manner, without warning.

Owner accepts and assumes any and all risk of injury, disability, death, damage and loss to their horse(s), themselves, property and to other's horse(s) or property, from any reaction of Owners horse(s) or any other horse(s).

Owner agrees that Stable is not responsible for loss, theft or damage to any tack, equipment or personal items left in tack rooms or anywhere on premises of Stable.

## **6. Indemnity.**

Stable does not assume liability for, and the Owner hereby expressly waives any and all claims of every nature and kind and however or wherever arising against Stable its agents, or employees (I) for any and all damage, injury, death of any person or (II) damage to, injury, illness or death of said animal, or (III) for loss of said animal by fire, theft or running away except, if any, that such damage, injury, illness, loss of death arises solely out of Stables gross neglect or willful misconduct.

## **7. Emergency Care.**

If medical treatment is needed, Stable will call Owner. In the event Owner is not reached after four (4) good faith attempts or Owner does not act immediately upon notification to obtain appropriate treatment of said illness or injury or if in Owners judgment, said illness or injury requires immediate treatment, Stable has the authority to

secure emergency veterinary and/or blacksmith care to preserve the health and safety of said animal. However, Stable has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Stable is authorized to arrange billing to the Owner, **but Owner must make such arrangements with veterinarian and clinic in advance.**

**8. Shoeing, Worming and Vaccinations.**

All said animal(s) herein must be currently vaccinated (esp. for strangles) and dewormed before the animal(s) will be allowed on premises. Biannual worming and vaccinations must be kept current. Certification from a licensed veterinarian must accompany all animal(s) upon arrival at Stable. Stable will not provide these services. Owner is responsible for this care.

**9. Ownership**

Owner warrants that he/she owns the horse and will provide, prior to the time of delivery, proof of ownership.

**10. Termination.**

Either party may terminate this Agreement for any or no reason, with proper notice. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this Agreement.

**11. Notice.**

Owner agrees to give Stable thirty days notice to terminate this Agreement. The Owner cannot assign this Agreement to another party unless the Stable agrees in writing.

I read or had read to me the terms of this agreement and fully understand the terms herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, County of Alameda.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Anthony Chabot Equestrian Center

## **LIABILITY WAIVER**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Please read and be certain you understand the implications of signing.**

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been informed of the inherent hazards and risks associated with horse riding instructions/lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

- 1) Risk of injury from the activity and equipment utilized in horse riding is significant including the potential for permanent disability and death.
- 2) Possible equipment failure and/or malfunction of my own or others equipment.
- 3) My own negligence and/or negligence of all others, including employees, agents, independent contractors or representatives of Anthony Chabot Equestrian Center, including but not limited to operator error.
- 4) The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of equines' previous training and past performance.
- 5) The inability to predict and equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons or animals
- 6) Natural hazards including but not limited to surface or subsurface conditions.
- 7) Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
- 8) Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
- 9) The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
- 10) A potential for a participant to fail to exercise responsible care, take adequate precautions, or use adequate control when in engaging in a domesticated animal activity, including failing to maintain responsible control of the animal or failing to act in a manner consistent with the person's ability.
- 11) Collisions with trees, brush and other animals or objects.
- 12) Broken bones, severe injuries to the head, neck and back which may result in severe impairment or even death.
- 13) Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
- 14) Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightening, severe and or varied wind, temperature and all other weather conditions.
- 15) Attack by or encounter with insects, reptiles and/or animals.
- 16) Accidents or illness occurring in remote places where no available medical facilities.

- 17) Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase risk of accident.
- 18) My sense of balance, physical coordination and the ability to follow instruction. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

In consideration for being permitted to participate in any way in horse riding and related activities, I hereby, acknowledge and appreciate that:

- 1) I hereby release and hold harmless with respect to any and all injury, disability, death or loss or damages to person or property, whether caused by negligence or otherwise, Anthony Chabot Equestrian Center, herein referred to as releasees.
- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise.
- 3) By executing into this agreement, I am not relying on any oral or written representation or statements made by the releasee, other than what is set forth in this agreement.

This release shall be binding to the fullest extent of the law. If any provision of this release is found unenforceable, the remaining terms shall be enforced.

I, (We), the undersigned parents or guardians of \_\_\_\_\_,  
a minor, do hereby authorize \_\_\_\_\_  
to consent to any medical or surgical treatment which is deemed advisable by and is to be rendered by any duly licensed physician or surgeon at any accredited hospital or medical facility. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power on the part of the aforesaid agent to provide any emergency care deemed necessary by the aforementioned physician or surgeon. This authorization is given pursuant to the provisions of Section 25.8 Civil Code of California.

I also agree to notify my equine professional 24 hours in advance of any cancellation/postponement of any scheduled lessons. I understand that if I do not notify my equine professional within 24 hours I forfeit the lesson as well as the monies paid for said lesson.



## EXHIBIT G

### S B 5163 & 5164

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. (b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty days of the examination to the local health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5164. A county or city or city and county or special district shall not hire a person for employment at, or hire a volunteer to perform services at, a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if the person has been convicted of any offense specified in paragraph (1) of subdivision (g) of Section 11105.3 of the Penal Code, or any offense specified in paragraph (3) of subdivision (g) of Section 11105.3 of the Penal Code. However, this section shall not apply to a misdemeanor conviction under paragraph (3) of subdivision (g) of Section 11105.3 of the Penal Code, unless the person has a total of three or more misdemeanor or felony convictions specified in Section 11105.3 of the Penal Code within the immediately preceding 10-year period. To give effect to this section, a county or city or city and county or special district may screen, pursuant to Section 11105.3 of the Penal Code or any such prospective employee or volunteer for their criminal background.