

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND EXCEL EQUESTRIAN LLC. FOR HORSE
BOARDING SERVICES AT FOLGER STABLE**

No. _____

This Permit Agreement (the "Agreement" or "Permit"), dated, for reference purposes only, this day of 30th day of September, 2025, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County") and Excel Equestrian LLC, ("Permittee" or "Concessionaire"), is entered into subject to the following terms and conditions:

1. **PURPOSES AND USES.** The County hereby grants to Permittee and its agents, at Permittee's sole cost and expense, permission to operate the Folger Stable Equestrian Boarding Concession (the "Concession"), located at Wunderlich County Park, 4040 Woodside Road, Woodside, CA, Assessor Parcel #072311040 (the "Premises" or "Folger Stable") as shown in Exhibit A, for the purpose of providing care of horses which are boarded at the Premises in accordance with County-approved boarding agreements, and such additional and associated services as described in this Agreement, including the Optional Add-on services expressly listed in Exhibit B. Permittee shall operate the historic Folger Stable, annex barn, turnouts, arena, and ancillary structures shown in Exhibit A and collectively referred to herein as "Facilities" for the purposes specified herein. The residence located adjacent to stables is not included in the Facilities. All services and operations that are to be provided by Permittee are detailed in Exhibit A and Exhibit B to this Agreement.

To support Permittee's administrative operations, Permittee may occupy two of the offices at Folger Stable: (1) the office on the south of the building nearest the large wash rack and (2) the office centrally located in the barn. The office on the north side of Folger Stable will be occupied by the Friends of Huddart and Wunderlich Parks.

The Carriage House is not included in the Premises, and Permittee is not authorized to access or use the Carriage House without first receiving permission from the County.

2. **TERM.**

The term of this Agreement shall commence on the 7th day of October, 2025, and expire on the 31st day of October, 2027 ("Probationary Period"). The Probationary Period is intended to ensure Permittee can deliver all required services to the County's satisfaction. No later than April 1, 2027, County shall inform Permittee in writing if all services have been provided in a satisfactory manner and therefore the Agreement is to

be extended for an additional four (4) year term ("Second Term"). Should Permittee not provide services to the County's satisfaction, County may terminate the Agreement by written notice. The Agreement shall automatically renew and extend for a second four (4) year term, on August 1, 2031 (the "Renewal Date"), unless County, at its sole discretion, notifies Permittee in writing that the automatic extension has been cancelled, such notice(s) of which shall be given no later than six months prior to the Renewal Date. In no event shall the total combined term of the Agreement exceed ten (10) years.

3. EQUIPMENT AND FIXTURES. Permittee shall provide, at its sole expense, whatever equipment, vehicles, materials, supplies, fixtures, etc., are reasonably necessary to operate the Concession as required by this Agreement. Such equipment and fixtures shall be and shall remain the personal property of Permittee subject to the provisions herein regarding Personal Property.

The County and Permittee acknowledge the importance of maintaining a round pen at the Premises for the exercise and training of horses. The existing round pen is the personal property of the prior concessionaire and will be removed upon expiration of that concessionaire's agreement with the County, leaving no round pen on the Premises. County and Permittee agree to cooperate in good faith to plan for and pursue the replacement of the round pen at the earliest feasible time in order to restore the benefits and services associated with having a round pen available. Nothing in this Agreement, however, shall obligate either the County or the Permittee to replace the round pen at their sole cost and expense.

4. CONDITIONS OF OPERATION. The County Parks Director ("Parks Director"), shall represent the County in all transactions concerning the Concession, including the day-to-day operation of the Facilities. Permittee shall operate the Facilities in accordance with the following terms and conditions:

- a) Permittee acknowledges that the primary purpose of the Concession is for providing care of horses which are boarded at the Facility in accordance with County-approved boarding agreements, and such additional and associated services as described in this Agreement, and covenants that, during the term of this Agreement, it and its employees will exert its best efforts to accommodate the needs of: the horses and boarders at Folger Stable, the San Mateo County Parks Department, the Friends of Huddart and Wunderlich, and the public at Wunderlich County Park.
- b) Permittee agrees to operate and manage the Concession in high-quality manner and in compliance with San Mateo County Ordinance for Confined Animals and all applicable local, state, and federal rules, laws, ordinances, and regulations regarding large animals. Concessionaire is also responsible for obtaining any and all permits required to operate an equestrian boarding facility at this location.
- c) Permittee shall at all times retain active, qualified, competent, trained, and

experienced personnel to supervise Permittee's operation, deliver the Required Services as defined in Exhibit A, and to represent and act for Permittee. Permittee shall require its attendants and employees to be properly dressed, clean, courteous, efficient and neat in appearance at all times. Permittee shall have primary responsibility and authority to select, assign, and manage the staff necessary to operate the Facilities in a safe, professional, and efficient manner, and may adjust staffing assignments as needed without penalty so long as the Required Services are fully delivered. This primary authority is expressly subject to any contrary provision of this Agreement, including, without limitation, the County's contractual rights to review, object to, require removal of, or otherwise control personnel where provided elsewhere in this Agreement (for example, provisions addressing employee misconduct, qualifications, insurance, health and safety, or defaults). Permittee shall promptly notify County and the Friends of Huddart and Wunderlich Parks of any staffing changes and shall provide updated contact information for new or reassigned staff without delay.

- d) Permittee and its employees shall at all times conduct themselves in a courteous, professional, and appropriate manner while performing duties or while on the Premises. The use of offensive language, loud, boisterous, or otherwise improper conduct by the Permittee or its employees is strictly prohibited and shall constitute a material breach and default of this Agreement. Permittee shall maintain close supervision over its employees to ensure the maintenance of a high standard of service to the public and the protection of the best interests of the horses, boarders, and visitors at Folger Stable and Wunderlich County Park. Permittee shall promptly self-report to County any incidents of misconduct by its employees or agents that occur on the Premises or in connection with this Agreement. In the event of any such breach or default, Permittee shall, within five (5) calendar days of written notice from County, cure or remedy the misconduct to the satisfaction of County, which may include, without limitation, replacing and/or relocating the employee whose conduct gave rise to the breach. The County's determination as to whether the breach has been adequately cured or remedied shall be final and binding. Failure to cure or remedy such breach or default within said five (5) day period shall entitle County to exercise any and all remedies available under this Agreement, including termination.
- e) Permittee understands and agrees that its operation under this Agreement is a service to the boarders who are authorized to board their horses at Folger Stable and the public who uses Wunderlich County Park, and that Permittee shall conduct its operation in a first-class, businesslike, efficient, courteous and accommodating manner. The Parks Director shall have the right to make reasonable objections to the character of the services rendered to the boarders, the prices charged and the appearance and condition of the Facilities. Permittee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

- f) Prior to submitting a proposal to provide Concession services at Folger Stable/Wunderlich County Park, Permittee contracted with five (5) boarders at Folger Stable to provide equestrian riding/training lessons as well as to provide weekly lessons to lessors of Permittee's two (2) personal horses which are boarded at Folger Stable (and were boarded at Folger Stable prior to Permittee pursuing this Concession). Permittee acknowledges that this Agreement is for boarding services only and that no programming or training is permitted by this Agreement. Because Permittee provided services to these five (5) clients and lessors of Permittee's two (2) personal horses prior to execution of this Agreement, County authorizes Permittee to continue to provide lessons to these five (5) clients and the lessors of Permittee's two (2) personal horses, and Permittee agrees not to take on any new clients for lessons, training, or any other programming after the execution date of this Agreement or increase the number of personal horses boarded and leased to third parties at Folger Stable. Should, at the conclusion of the Probationary Period, Permittee have proven to the satisfaction of the County that Permittee is able to provide all required services to the satisfaction of the County, Permittee may request in writing to lift the restriction of not accepting new clients for coaching and riding lessons. Any breach of this provision shall be deemed a material breach and County may exercise any and all remedy options, including up to termination of this Agreement.
- g) The Facility is a public facility, and no trainer or coach shall have exclusive rights to provide lessons or training. Each boarder has the right to select their own trainer or coach. Because Permittee is also an established trainer/coach, the County retains sole authority to approve or authorize third-party trainers or coaches to provide services at Wunderlich County Park. Permittee shall have no authority to approve, deny, or otherwise regulate requests by trainers or coaches to provide such services

5. NEW BOARDERS. Permittee shall maintain an active waitlist of prospective boarders. The waitlist shall include each applicant's name, contact information (address, phone number, and email), the horse they wish to board at the Facilities, and the date they applied. The waitlist must be updated and provided in writing to the County on a quarterly basis (January, April, July, and October).

As of the commencement date of this Agreement, the Facilities are not at full capacity. To address these existing vacancies only, Permittee may fill those stalls at its discretion. Once all stalls are occupied, however, all future vacancies shall be filled exclusively through the following lottery process: when a stall becomes available, a new boarder will be selected at random from the waitlist. Each boarder on the waitlist will have one entry placed into the lottery, and one entry will be drawn at random. The random selection shall be conducted jointly and in person by the County and Permittee.

When a stall in the historic barn becomes available, it shall be offered first to the current boarder with the greatest seniority. If that individual declines, the offer will pass to the next most senior boarder, and so on, until a boarder accepts.

6. COMPLIANCE WITH LAW. Permittee shall not use the Premises or permit

anything to be done in or about the Premises which will in any way conflicts with or violates any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, related to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by the Permittee's acts. The judgment of any court of competent jurisdiction or the admissions of Permittee in any action against Permittee, whether County be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between County and Permittee.

7. NATURE OF PERMIT. This Permit does not constitute the grant of a lease, deed, easement, or a conveyance or transfer of any property interest by County. Permittee acknowledges that County is entering into this Permit in its capacity as a property owner, and not as a regulatory agency.

8. LICENSES. Permittee shall secure any necessary licenses, permits, and approvals and abide by all applicable health, safety, and environmental codes and regulations as well as applicable laws, rules, and regulations based upon these Required Services.

9. RELATIONSHIP. County shall not become or be deemed a partner or joint venturer with Permittee by reason of this Concession or any provision hereof. Nothing in this Concession shall be construed to make Permittee an agent, employee or department of County. Permittee warrants that it will not represent, directly or indirectly, to any person or entity, that it is a department, agent, or employee of the County of San Mateo or that it is performing any official function of the County.

10. PAYMENT TO COUNTY. Concessionaire shall pay to County, on a quarterly basis, an amount equal to ten percent (10%) of gross revenue generated from boarding fees. Such payments shall be deposited into a Maintenance Fund to be managed by County and used solely for maintenance of the Facilities. Concessionaire may submit work requests during its quarterly meetings with County; however, County retains sole and final authority over use of the Maintenance Fund.

Payments shall be made by Concessionaire without demand by County and must be received no later than the fifteenth (15th) day of the month following the end of each calendar quarter. For example, for the quarter ending June 30, payment and supporting documentation must be received by County no later than July 15.

Notwithstanding the foregoing, Concessionaire shall not be obligated to make any such payments for gross revenues collected during the first six (6) months following the commencement of services at the Premises. The obligation to pay shall begin with the first full quarter that starts after the expiration of such six-month period. For illustration, if Concessionaire commences services on November 1, 2025, the first

payment will be due on August 15, 2026, covering gross revenues collected from May 1, 2026, through July 31, 2026.

Payments shall be submitted to:

County of San Mateo
Parks Department
Attn: Accounts Receivable
455 County Center, 4th Floor
Redwood City, CA 94063

11. GROSS SALES DEFINED. "Gross sales" of Permittee means the gross selling price of all services sold, leased, licensed, or delivered in or from the Premises by Permittee, its authorized subtenants, licensees, or Permittees, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by Permittee personnel or vending machines. Gross sales shall also include revenue generated from any lessons provided while at the Premises as authorized by Section 4 of this Agreement, the arena membership program, and fees charged to third party coaches for use of facilities. Any transaction on an installment basis, including, without limitation, any "lay-away" sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes.

12. STATEMENT OF GROSS SALES. Permittee shall furnish to County a statement of Permittee's gross sales within 15 days after the end of each month. Each statement shall be signed and certified to be correct by Permittee or its authorized representative, and if Permittee is a corporation, the statement shall be signed and certified to be correct by an officer of the corporation.

Permittee shall keep at the Premises or at another approved location in San Mateo County full and accurate books of account, records, cash receipts, and other pertinent data showing its gross sales.

Such books of account, records, cash receipts, and other pertinent data shall be kept for a period of 7 years after the end of term. The receipt by County of any statement, or any payment for any period, shall not bind County as to the correctness of the statement or payment.

County shall be entitled during the term and within seven (7) years after expiration or termination of this Agreement to inspect and examine all Permittee's books of account, records, cash receipts and other pertinent data, so County can ascertain Permittee's gross sales. Permittee shall cooperate fully with County in making the inspection. County shall also be entitled, during the term and once after the expiration or termination of this Agreement, to an independent audit of Permittee's gross sales, by an accountant to be designated by County. The audit shall be limited to the determination of gross sales and shall be conducted during usual business hours at the Premises.

Permittee shall also furnish to County, upon request, copies of its quarterly California sales and use tax returns the time County inspects and examines Permittee's books of accounts, records, etc.

If audit shows that there is a deficiency in the payment owed the County, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by County unless the audit shows that Permittee understated gross sales by more than 5 percent, in which case Permittee shall pay all County's costs of the audit.

13. ACCESS TO RECORDS. The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Permittee which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Permittee shall maintain all required records for 7 years after County makes final payments and all other pending matters are closed.

14. SECURITY DEPOSIT. Permittee has deposited with County ONE THOUSAND DOLLARS (\$1,000) in cash as a security deposit for the performance by Permittee of the provisions of this Agreement. If Permittee is in default, County can use the security deposit, or any portion of it, to cure the default or to compensate County for all damage sustained by County resulting from Permittee's default. Permittee shall immediately on demand pay to County a sum equal to the portion of the security deposit extended or applied by County as provided in this Section to maintain the security deposit in the sum initially deposited with County. If Permittee is not in default at the expiration of this Agreement, County shall return the security deposit to Permittee. County's obligations with respect to the security deposit are those of a debtor and not a trustee. County can maintain the security deposit separate and apart from County's general funds or can commingle the security deposit with County's general and other funds. County shall not be required to pay Permittee interest on the security deposit.

15. CHARGE FOR LATE PAYMENT. Permittee hereby acknowledges that late payment of any sums due hereunder will cause County to incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment as specified herein or of any other sum due County is not received by County or postmarked within ten (10) days after its due date, a late charge of TWO HUNDRED AND FIFTY DOLLARS (\$250) shall be added to the payment, and the total sum shall become immediately due and payable to County. A late charge shall be applied each monthly payment is delinquent.

Permittee and County hereby agree that such late charge represents a fair and reasonable estimate of the costs that County will incur by reason of Permittee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by

County shall in no event constitute a waiver of Permittee's default with respect to such overdue payment, nor prevent County from exercising any of the other rights and remedies granted hereunder or available at law.

16. UTILITIES FURNISHED BY COUNTY.

- a) County shall furnish to the Premises reasonable quantities of water, sewer, garbage collection and electricity, as required for Permittee's operation. Such utilities and services shall be furnished to the Premises at all times during the term. Permittee shall arrange and pay for any telephone service supplied to the premises. County shall not be required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits and mains, resulting from Permittee's changes or increased utility requirements.

County shall not be liable for failure to furnish utilities to the Premises when the failure results from causes beyond County's reasonable control, but in case of failure, County shall immediately take all reasonable steps to restore the interrupted utilities.

- b) ELECTRICITY OVERAGE. If electrical usage for each season, defined as the period beginning May 1 and ending October 31, exceeds the base amount of 7700 kilowatt-hours (kwh), the Permittee is responsible for reimbursing the County for the amount of kwhs over the base at the applicable rate charged to County by its utility provider. The County will record the meter reading at Folger Stable at the beginning and end of each season and will notify the Permittee of the total amount of kwhs used. If electrical usage exceeds the base amount, the County will compute the amount of the overage and bill the Permittee accordingly. Amount due is payable to County no later than 30 days from the notification or bill date.

17. ALL MAINTENANCE AND REPAIRS. Throughout the term of this Agreement, Permittee shall, at Permittee's sole cost and expense, maintain the Premises, equipment and other personal property thereon, in good sanitary order, condition and repair, ordinary wear and tear excepted, and comply with all provision of the Maintenance and Operation of Facilities section of Exhibit A to this Agreement. Permittee shall maintain the Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of: (1) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the Premises, or improvements, equipment, and other personal property at the Premises.

County shall be responsible for all major repairs and upgrades to the Facilities. While County will be responsible for maintenance of the Facilities, Concessionaire will be responsible for the health and safety of the horses. This may include, but not be limited to, repairing broken boards in the stables if the broken boards can injure a horse, repairing posts in the turnouts if the broken posts can injure a horse, and shutting off water if a

horse breaks a water bib and it is spilling water. Concessionaire shall not undertake any activity that may compromise the historic designation of Folger Stable.

If Permittee fails to keep the Premises in good and safe condition, free from waste or hazardous materials, then County may perform the necessary remediation work at the expense of Permittee, which expense Permittee agrees to pay upon demand.

No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard shall ever be permitted to accumulate or remain at the Premises. The Premises shall be kept at all times in an orderly manner to the complete satisfaction of County.

County shall be responsible for performing routine repairs to the blacksmith barn and annex as soon as reasonably practicable following the commencement of this Agreement. Such repairs may include, without limitation, repairing or replacing damaged siding, installing automatic water dispensers in stalls that do not have them, and undertaking any other repairs the County deems necessary. If Permittee identifies or desires additional repairs, Permittee may submit a written maintenance request to the Parks Department for its consideration.

18. ALTERATIONS AND ADDITIONS. Permittee shall not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof without the prior written consent of the Parks Director. Any alterations, additions or improvements to or of the Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to County and shall be surrendered with the Premises. In the event County consents to the making of any alterations, additions or improvements to the Premises and before commencing any improvements, Permittee shall submit to the Parks Director a full description of the proposed improvement and a detailed estimate of the cost of materials and labor. The Parks Director in their sole discretion may authorize Permittee to deduct all or part of the cost of such improvements, as he/she deems to be in the best interest of County, from payments due to County as set forth in this Agreement. No work shall commence until the proposed improvement is approved in writing by the Parks Director. Authorized deductions shall be supported by receipts or other acceptable evidence of payment by Permittee submitted to County when the deduction is taken from the amount payable to County under in Section 9 Any contractor or person selected by Permittee to make any improvements must first be approved by the Parks Director . Upon the expiration or termination of the term hereof, Permittee shall, upon demand by County given at least ten (10) days prior to the expiration or termination of this Agreement, at Permittees sole expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by Permittee, designated by County to be removed, and Permittee shall, forthwith and with all due diligence at its sole expense, repair any damage to the Premises caused by such removal.

19. HOLD HARMLESS. Permittee shall indemnify, defend, and hold harmless County and its officers, agents, employees, and servants from and against any and all claims, suits, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the negligence or

willful misconduct of Permittee, its officers, employees, agents, or contractors, in connection with this Permit or the performance of any work or services hereunder, including but not limited to claims brought for, or on account of, any of the following: (A) injuries to or death of any person, including Permittee or its employees, officers, and/or agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Permittee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Permittee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Permittee to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

20. INSURANCE. The Permittee shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Risk Manager. The Permittee shall furnish the Risk Manager with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Permittee's coverage to include the contractual liability assumed by Permittee pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of nonrenewal, cancellation, or modification of the policy.

- a) Workers' Compensation and Employer's Liability Insurance. The Permittee shall have in effect, during the entire term of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Permittee makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation:

Signature
(Sign only if Permittee has no employees)

- b) Liability Insurance: The Permittee shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Department of Employee and Public Services, Risk Management Division.

Required insurance shall include:

| | Requesting Dept. Complete Column Below | Approval by Risk Mgmt. Division if under \$1,000,000 |
|-----------------------------------|--|--|
| Comprehensive General Liability | \$2,000,000 | |
| Motor Vehicle Liability Insurance | \$1,000,000 | |
| Workers' Compensation | Statutory | |

The County and its officers, agents, employees and servants shall be named as additional insureds on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and terminate this Agreement.

21. NON-DISCRIMINATION.

- a) General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- b) Employment. Permittee shall insure equal employment opportunity based

on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Permittee's personnel policies shall be made available to County upon request.

22. NOTICES. All written notices, drawings, plans and specifications, certificates of insurance and any other written correspondence which may be required of Permittee or County pursuant to this Agreement shall be submitted to:

| | |
|---------------|--|
| County | Parks Director County of San Mateo c/o Parks Department 455 County Center, 4 th Floor Redwood City, CA 94063-1663 |
| Permittee | <u>Excel Equestrian LLC</u> Attn: Mandy Alamillo, Managing Member <u>1424 Sierra St.</u> <u>Redwood City, CA 94061</u> |
| With copy to: | Financial Services Manager II County of San Mateo 455 County Center, 4 th Floor Redwood City, CA 94063 |

Any such notices shall be effective when so mailed, properly addressed, postage prepaid. Either party may change its address by thirty (30) days' written notice to the other; provided, however, that nothing herein shall preclude or render inoperative service of such notices upon either party in any manner prescribed by law.

23. APPROVALS. It is expressly acknowledged and agreed that, by authorizing the County to enter into this Agreement, the County's Board of Supervisors has delegated to the Director of the San Mateo County Parks Department, or the Director's duly authorized designee, the authority to exercise all County approval rights set forth in this Agreement. Accordingly, any approval, consent, or authorization required of the County under this Agreement shall be valid and binding when issued in writing by the Parks Director or the Director's designee, and no further action by the Board of Supervisors shall be required.

24. DEFAULT BY PERMITTEE. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Permittee.

a) Abandonment. The vacating or abandonment of the Premises by Permittee. (Failure to operate the concession for three (3) consecutive days during a scheduled period of operation shall be deemed a vacation or abandonment unless authorized by the Parks Director or his designee in advance).

b) Failure to Pay. The failure by Permittee to make any payment required to be made by Permittee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by County to Permittee.

c) Failure to Perform. The failure by Permittee to observe or perform any of the terms, covenants or conditions of this Agreement to be observed or performed by Permittee where such failure shall continue for a period of thirty (30) days after written notice thereof by County to Permittee; provided, however, that if the days are reasonably required for its cure, then Permittee shall not be deemed to be in default if Permittee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

d) Unauthorized Activities. Providing lessons, training, programs, or other services at the Premises without County authorization, or interfering with boarders' rights to engage third-party trainers or coaches authorized by County.

e) Regulatory Violations. Receiving any citation, notice of violation, or other enforcement action from San Mateo County Animal Control or any other governmental agency or authority having jurisdiction over the care of animals, public health and safety, or operation of the Premises.

25. COUNTY'S REMEDIES IN DEFAULT. In the event of any such default and breach described in Section 21 (Default by Permittee), County may, at any time thereafter, with or without notice or demand and without limiting County in the exercise of a right or remedy which County may have by reason of such default and breach:

a) Terminate Permittee's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Permittee shall immediately surrender possession of the Premises and all improvements that are a part thereof, to County without compensation by County for the value of Permittee's property thereon. In such event, County shall be entitled to recover from Permittee

b) all costs, expenses, and damages incurred by County by reason of Permittee's default, including, but not limited to, the cost of recovering possession of the Premises or to enforce any rights of County hereunder.

c) Pursue any other remedy now or thereafter available to County under the law and judicial decisions of the State of California and/or the United States.

26. RIGHT TO IMMEDIATE TERMINATION. Notwithstanding anything to the contrary herein, County may terminate this Agreement immediately upon written notice if Permittee engages in any conduct that constitutes an Egregious Act (as defined below), without any obligation to provide notice or an opportunity to cure. For the purposes of this Agreement, "Egregious Acts" shall include, but are not limited to: (i) fraud, embezzlement, or criminal misconduct; (ii) acts of moral turpitude or dishonesty that would reasonably be expected to harm County's reputation; (iii) willful misconduct or gross negligence in the performance of obligations under this Agreement; (iv) harassment, discrimination, or other unlawful behavior by Permittee or its personnel; (v) abuse, neglect, or mistreatment of animals under Permittee's care, custody, or control, including any action or omission that

violates applicable animal welfare laws or industry standards; or (vi) any act or omission that materially breaches this Agreement and simultaneously reflects a reckless disregard for legal, ethical, or contractual obligations. Upon termination under this provision, County shall have no further obligations or liabilities under this Agreement, except for obligations that expressly survive termination and the right to exercise the remedies in Section 21. Permittee shall remain liable for any damages arising from the Egregious Act and any breach of this Agreement.

27. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Agreement that its interest in the Premises created herein may be subject to a "possessory interest tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any possessory interest tax imposed on its interest in the Premises.

28. WAIVER. The waiver by either party hereto of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach thereof. The subsequent acceptance or payment hereunder by either party shall not be deemed to be a waiver of any preceding breach by either party of any term, covenant or condition of this Agreement.

29. ACCESS BY COUNTY. County reserves for itself and any of its designated officers, agents, employees, and servants the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Permittee reasonable

advance written or oral notice, to post notices of non-responsibility, to conduct any environmental audit of Permittee's use of the Premises, to repair, alter or improve any part of the Premises and for any other lawful purpose; (iii) on an emergency basis without notice whenever County believes that emergency access is required; and (iv) at any time, without notice, for the reasonable performance of necessary park ranger duties and to meet the business needs of the San Mateo County Parks Department. County shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the facilities and land area and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises or an eviction, actual or constructive, of Permittee from the facilities or land area or any portion thereof. Permittee shall not alter any lock or install any new or additional locking devices without the prior written consent of County. All locks installed in the facilities (excluding Permittees vaults, safes or special security areas, if any, designated by Permittee in writing to County) shall be by keyed to a master key system, and County shall at all times have a key with which to unlock all such doors.

30. IMPROVEMENTS AND REPAIRS. The Permittee shall not make any improvements and/or major repairs to the Premises. All improvements and/or major repairs shall be undertaken by the County. The County reserves the right to make alterations, additions, repairs and deletions to the Premises. Any changes to the Premise's capacities, quality and functionality from those presented at the start of the Contract will require discussions with the Permittee prior to improvements.

31. SURRENDER OF FACILITIES. Upon the expiration or other termination of this Permit, the Permittee shall peaceably quit and surrender to County the Premises together with County-owned Personal Property in good order and condition, except for normal wear and tear. Immediately before the Expiration Date or other termination of this Contract, the Permittee shall remove all of Permittee's Personal Property and repair any damage resulting from the removal. Permittee's obligations under this Section shall survive the Expiration Date or other termination of this Contract. Any item of Permittee's Personal Property remaining on the Premises after the Expiration Date or earlier termination of this Contract may, at County's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

32. END OF CONTRACT TRANSITION. In the event of contract termination whereby the Permittee is not to continue the operations, the County and the Permittee in good faith will fully cooperate with one another and with a successor permittee ("New Permittee ") to achieve an orderly transition of operations in order to avoid disruption of services to visitors and minimize transition expenses.

The Permittee shall designate one individual as the point of contact (POC) for communications between the County, the Permittee and the New Permittee. This point of contact shall be responsive to County meeting and information requests within timely basis based upon the nature of the requests. The POC shall agree to meet monthly to discuss transition issues for up to six months prior to contract termination, or a schedule deemed to be reasonable based upon an accelerated termination period. In the final month of the contract, the POC shall agree to meet weekly. Meetings can be conducted via conference call or other practical means.

The Permittee shall agree to attend a final transition meeting planned as part of the overall transition plan no later than twenty (20) days prior to contract expiration. The objective of this meeting is to ensure that all elements of the transition plan have been accomplished and all parties agree that issues have been addressed appropriately. This meeting shall take place at a location that is mutually acceptable to both parties and shall be attended by representatives of the County, the Permittee and the New Permittee.

33. COUNTY PERSONAL PROPERTY. The County shall provide to the Permittee a listing of personal property for which the County will require an annual lease payment. The Permittee shall be responsible for inventorying and monitoring this personal property on an annual basis based upon guidance in Exhibit A. The Permittee shall not be responsible for paying taxes or other impositions levied or assessed upon County's personal property. The Permittee shall be responsible for establishing a personal property reserve for the recapitalization of this personal property. Policies for this are outlined in Exhibit A. This personal property will return to the County at the end of the Contract.

34. PERMITTEE PERSONAL PROPERTY. All personal property purchased and used by the Permittee excluding that identified under County Personal Property shall remain the Permittee's personal property. The Permittee may manage its personal property provided it does not present liability to the County. The Permittee shall be

responsible for paying taxes or other impositions levied or assessed upon Permittee's personal property. The Permittee shall be responsible, at no cost to the County, for separately insuring Permittee's personal property. Contract shall provide the County with a certificate of insurance upon execution of the Contract and annually thereafter.

Upon expiration or termination of this Agreement, Permittee shall have the right to remove from the Premises all personal property belonging to Permittee, not fixed and/or permanently attached to the Premises; provided, however, that County shall have a first and prior lien upon all such personal property to secure all sums due from Permittee hereunder.

If Permittee abandons the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Permittee and left on the Premises fifteen (15) days after such abandonment or dispossession shall be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property without liability therefore to Permittee or to any person claiming under Permittee, and shall have no need to account therefor.

35. DAMAGE AND DESTRUCTION. If the Premises is damaged by fire or other casualty, including, without limitation, flood, storm, earthquake, or other sudden accidental event causing physical damage, then County shall repair the same provided that funds for such repairs are appropriated by County's Board of Supervisors, in its sole discretion, for such purpose and that such repairs can be made within two hundred ten (210) days after the date of such damage (the "Repair Period").

In the event such conditions are satisfied, this Contract shall remain in full force and effect except that Permittee shall be entitled to a proportionate reduction of payments during the period of such repairs based upon the extent to which such damage and the making of such repairs materially interferes with Permittee's use or occupancy of the Premises.

County shall use commercially reasonable efforts to notify Permittee within ninety (90) days after the date of such damage whether or not such repairs can be made within the Repair Period, and County's determination thereof shall be binding on Permittee. If such repairs cannot be made within the Repair Period, County shall have the option to notify Permittee of: (a) County's intention to repair such damage and diligently prosecute such repairs to completion within a reasonable period after the Repair Period, subject to the Board of Supervisor's appropriation of all necessary funds, in which event this Contract shall continue in full force and effect and the payments shall be reduced as provided herein; or (b) County's election to terminate this Contract as of a date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by County. In case of termination, the payments shall be reduced as provided above, and Permittee shall pay such reduced payment up to the date of termination.

If at any time during the last twelve (12) months of the Term of this Contract the Premises are damaged or destroyed, then either County or Permittee may terminate this Contract by giving written notice to the other party of its election to do so within thirty (30) days after the date of the occurrence of such damage; provided, however, Permittee

may terminate only if such damage or destruction substantially impairs its use or occupancy of the facilities and land area for the uses permitted hereunder. The effective date of termination shall be specified in the notice of termination, which date shall not be more than thirty (30) days from the date of the notice.

36. HAZARDOUS MATERIALS. Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees to cause any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Property, or transported to, from or over the Property. Permittee shall immediately notify COUNTY when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Premises. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to COUNTY and in accordance with all Laws and using the highest and best technology available, promptly return the Property to the condition immediately prior to the release. In connection therewith, Permittee shall afford COUNTY a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances in the Property; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Property in standard motor vehicles that do not exceed the weight limitations posted for roads providing access to the Property. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property.

37. INTELLECTUAL PROPERTY USE AND INDEMNIFICATION. Advertising and promotion must include language that states that Folger Stable is operated under a contract with San Mateo County. The use of the park name, park logo, Folger Stable name and County logo are by permission only. County retains ownership of both the domain and website for Folger Stables and Wunderlich Park and will be responsible for payment of the annual fee. Permittee will have use of the site for promotion of their

services and programs. Permittee will ensure that the information is current about the services and programs being offered. Permittee will submit changes to the website to County for review and approval. Advertising and promotion must include language that states that Folger Stable is operated under a contract with San Mateo County. The use of the park name, park logo, Folger Stable name and County logo are by permission only.

Permittee hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Permittee warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Permittee shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Permittee's duty to defend, indemnify, and hold harmless under this Section applies only provided that:

- a) County notifies Permittee promptly in writing of any notice of any such third-party claim;
- b) County cooperates with Permittee, at Permittee's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim;
- c) Permittee retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Permittee shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and
- d) should services under this Agreement become, or in Permittee's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Permittee shall, at Permittee's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Permittee will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Permittee) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Permittee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

38. AUTHORITY OF PARTIES.

a) Corporate Authority. If either party hereto is a corporation, each party executing this Agreement on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the by-laws of the corporation, and that this Agreement is binding upon the corporation in accordance with its terms.

b) Partnership and Unincorporated Association Authority. If either party hereto is a partnership or other unincorporated association, each party executing this Agreement on behalf of the partnership or association represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the partnership or association, in accordance with the partnership agreement or the agreement creating the association.

c) Authorized Representative of County. The Parks Director, or his/her successor, shall be the authorized agent of County for purposes of giving any notices or exercising any rights, options, privileges or obligations of County under this Agreement. The Parks Director shall be the authorized agent of County in the supervision of the day-to-day operation of the concession.

39. TIME. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

40. NO ASSIGNMENT. Permittee shall not assign, encumber, or otherwise transfer ("Transfer"), whether voluntary or involuntary or by operation of law, this Agreement, the area or any right hereunder, without County's prior written consent, which consent may be granted or denied in County's sole and absolute discretion. County's consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without County's written consent shall constitute a default hereunder and shall be voidable from the time made at County's election. To the extent, however, that County consents to a Transfer by Permittee, then the terms, covenants and conditions herein contained apply to and bind Permittee's heirs, successors, executors,

administrators, trustees, and assigns of the parties hereto.

41. RECORDATION. Neither party shall record this Agreement except that if either party requests the other party to do so, the parties shall execute a short memorandum hereof in recordable form, containing the basic terms hereof.

42. OTHER TERMS. Attachments, clauses, plats, exhibits and riders, if any, initialed and dated by both parties hereto and endorsed on or affixed to this Agreement are a part hereof.

43. PRIOR AGREEMENTS. This Agreement contains all of the agreements of both parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

44. INABILITY TO PERFORM. This Agreement and the obligations of Permittee hereunder shall not be affected or impaired because either party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of either party, financial inability not included.

45. CONFLICT OF INTEREST AND OUTSIDE BUSINESS ACTIVITIES.

- a) Conflict of Interest. The Permittee, its employees, and agents shall, in the performance of their duties under this Agreement, act in a fair, impartial, and objective manner. Permittee shall not use their position or access to information, including but not limited to waitlist placement, assignment of boarding space, or allocation of any other resources at Folger Stable, to directly or indirectly favor or provide preferential treatment to any person or entity with whom the Permittee, its employees, or agents have a personal, professional, or business relationship, including but not limited to current or former clients of any outside business. Any action or appearance of favoritism or conflict of interest shall constitute a material breach of this Agreement.
- b) Outside Business Activities. The Permittee acknowledges that the operation of the Concession is for the purpose of providing maintenance and care of horses in accordance with County-approved boarding agreements and associated services as described in this Agreement. The Permittee, its employees, or agents shall not, during any time they are performing services in their capacity as Permittee under this Agreement, engage in any personal business activities on the Premises. This prohibition includes, but is not limited to, scheduling, soliciting, or providing personal horse training services or any other services for

which a separate fee is charged, unless such services are expressly authorized by the County in writing as an approved part of the Concession operations. Any unauthorized outside business activity shall be considered a material breach of this Agreement.

46. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing executed by both parties.

The parties hereto have executed this Agreement on the dates set forth below.
All the parties executing this Agreement acknowledge receipt of a copy hereof.

Date: _____

"COUNTY OF SAN MATEO"

By _____

David J. Canepa, President
Board of Supervisors

"PERMITTEE"

Excel Equestrian LLC
a California limited liability
company

9/30/2025
Date: _____

By  _____

Print Name Mandy Alamillo

Title: Managing Member

Exhibit A: Scope of Services

Concessionaire shall be responsible for providing high quality boarding services and operating the Facilities supporting the boarding of horses at Wunderlich County Park. Concessionaire will be responsible for the following ("Required Services"):

Boarding Services:

- Concessionaire shall use the Facilities solely for the boarding and care of horses that are authorized to board at the Facilities pursuant to a County-approved boarding agreement and for the optional add-on services detailed in Exhibit B. No other business venture or operation of Concessionaire shall be permitted without prior written approval from County. Concessionaire shall provide a clean and well-kept facility that is free of hazards. Required Services shall be provided at Concessionaire's sole expense and the County shall have no duty whatsoever to operate the Facilities or subsidize the Concessionaire's services.
- Prior to the commencement of this Agreement, Concessionaire was providing equestrian riding and training lessons to five (5) boarders at the Facilities and weekly lessons to lessors of Concessionaire's two (2) personal horses, which were already boarded at Folger Stable. Concessionaire is authorized under this Agreement to continue providing lessons and training only to that existing roster of five (5) boarders and to the lessors of Concessionaire's two personal horses boarded at the Facilities. Concessionaire shall not take on any new clients for lessons, training, or any other programming at the Premises after the execution date of this Agreement, unless and until County grants express written approval.

At the conclusion of the Probationary Period (as defined in Section 2, Term), if Concessionaire has demonstrated to the County's satisfaction that all required services have been performed in a high-quality and satisfactory manner, Concessionaire may submit a written request for County approval to lift or modify the restrictions on accepting new clients for lessons or training.

Concessionaire is authorized to continue boarding two (2) personal horses at the Facilities, identified as [HORSE NAME] and [HORSE NAME]. These horses may not be used for training or lessons except by lessors of those horses. Concessionaire is not authorized to board any additional horses at the Facilities beyond those specified in this Agreement, except with prior written approval of the County.

- Concessionaire will be responsible for ensuring proper care of boarded horses, including:
 - Daily Turnout 7 days a week.
 - Blanketing.
 - Horses are fed breakfast in their turnouts.
 - Horses are fed high quality hay twice a day.
 - Horses are provided water as needed.
 - Stalls are cleaned daily and the interior is wiped down monthly.
 - Turnouts are cleaned daily.
 - Shavings are supplied in the stalls.
 - Barns are swept and blown daily.
 - Heated wash rack is cleaned and maintained.

- Storage for supplies and grain is/are stocked and maintained.
 - Ensure Folger Stable tack trunks (provided by FHWP) are only trunks stored outside of stalls and are properly used and maintained.
 - Corner feeders in the main barn are stocked and maintained.
 - Night checks of horses are conducted nightly.
- Concessionaire must employ adequate and properly-trained staff to fulfill its contractual requirements pursuant to its agreement with the County.
- Concessionaire must provide boarding services in compliance with San Mateo County Ordinance for Confined Animals and all applicable local, state, and federal rules, laws, ordinances, and regulations regarding large animals.
- Concessionaire is also responsible for obtaining any and all permits required to operate an equestrian boarding facility at this location.
- Concessionaire will ensure the following:
 - all feed and hay is certified weed free, and delivery, clean up, and removal activities are schedule to minimize conflict with normal public use of park amenities.
 - hay, bedding materials, and equipment necessary for feeding and cleaning are stored at the Facilities in locations approved by the Parks Department.
 - all boarders provide proof of appropriate vaccinations prior to acceptance for boarding including a negative test for Equine Infectious Anemia.
- No more than 30 horses may board at the Facilities at a time. Concessionaire and trainers will not be authorized to board horses at the Facilities without prior written approval by the County, which approval may be granted or denied at County's sole discretion.
- Concessionaire shall have a County-approved written boarding agreement with each boarder who utilizes the Facilities. The boarding agreement shall be subject to approval by the County Attorney's Office and shall specify the terms and conditions of boarders' use of the Facilities. Such agreement shall provide a clause whereby the boarder and Concessionaire shall release the County from all liability and hold harmless and defend the County, its agents, staff, and Board Members from any and all losses, claims or actions associated with boarding or any other activity on the Facility while under control of Concessionaire. Such agreement shall also require that all horses boarded at the Facilities are vaccinated for the following: Rabies, West Nile virus, Tetanus, Western and Eastern Equine Encephalomyelitis, and Strangles.
- Annually, and no later than June 1st of each year that the concession agreement remains in effect, Concessionaire at its sole expense will be required to schedule and facilitate visual inspections and reporting of facilities and horses by a qualified animal husbandry practitioner to ensure safety and health of horses. Copies of the reports shall be submitted to the County by no later than August 1 of the same year.
- Concessionaire will maintain regular and open communication with all boarders. It is the responsibility of the Concessionaire to monitor and be responsive to feedback received from boarders and visitors. It is particularly important that complaints be dealt with expeditiously, and at the most local level possible. The assigned Site Manager

shall be responsible for handling ordinary complaints, reporting such complaints to the Parks Department, and demonstrating to the Parks Department that issues are being resolved in a timely and satisfactory manner. Concessionaire shall notify the Parks Department of any incidents involving an injury of a horse or person or a public safety concern. Should it be necessary, the County can require in person or virtual meetings with boarders and Concessionaire to discuss operations and explore resolutions to any outstanding matters.

- Concessionaire shall be responsible for establishing rules that are clearly known and understood by all boarders, and also to set the standard for the manner in which they are enforced. The approach must be to use education and information to gain voluntary rules compliance from boarders. These rules must also establish policies and procedures whereby boarders that violate the rules may have their boarding agreement terminated. County must approve the rules, policies, and procedures prior to Concessionaire sharing with boarders.
- Concessionaire must have a licensed veterinarian specialized in caring for horses on-call 24/7/365 in case a horse needs urgent medical care. This veterinarian's contact information shall be shared with the County in case of an emergency and a representative from the Concessionaire is not available.

Maintenance and Operation of Facilities:

- Concessionaire, at its sole expense, shall obtain all necessary licenses, permits, and approvals and abide by all applicable health, safety, and environmental codes and regulations as well as applicable laws, rules, and regulations based upon these Required Services.
- Concessionaire will be responsible for operating the Facilities including by managing the stables, tack room, stalls, turnouts, paddocks, water bibs, barn/hay storage, and storage facilities. Operations will occur at Concessionaire's sole expense. While County will be responsible for large maintenance activities at the Facilities, Concessionaire will be responsible for the health and safety of the horses. This may include, but not be limited to, repairing broken boards or siding in the stable stalls, repairing posts in the turnouts, and shutting off water if a horse breaks a water bib and it is spilling water. Concessionaire shall not undertake any activity that may compromise the historic designation of Folger Stable.
- As County is responsible for utilities, boarders shall only bathe horses as necessary, but under no circumstance more than twice per week. Concessionaire shall make this restriction known by all boarders and will enforce this provision and document violations as observed.
- The Friends of Huddart and Wunderlich Parks (FWHP) are responsible for the long-term maintenance and preservation of the historic main Folger Stable building. Concessionaire will ensure cleanliness of the Facilities and communication with County and FWHP regarding major repairs or maintenance issues.
- Concessionaire will be responsible for developing and maintaining an Operations Plan that demonstrates how the Concessionaire will operate the Facilities. The Operations Plan must include schedules, procedures, and documentation methods for all maintenance, housekeeping, sanitation and safety programs, and tasks that are necessary to operate the Facilities in accordance with applicable rules and regulations

and Scope of Services within the agreement with the County. Concessionaire will ensure that operation and use of the Facilities does not in any manner generate unreasonable waste or constitute a public nuisance or an unreasonable annoyance to the public. Concessionaire shall submit the Operations Plan to County for review and approval no more than 90 days after an agreement is executed by the parties.

- Concessionaire shall limit their vehicles and trailers on site to those required for operations; vehicle storage, including storage of unregistered and non-functional vehicles, is prohibited. County may limit the number of vehicles and trailers allowed near the Facilities and may require Concessionaire to use the free public parking lot. Any trailers stored on site must be parked near the riding ring. Vehicles and trailers (Concessionaires and the public) shall not be parked on the pavers around the footprint of the historic stable.
- Concessionaire will be responsible for all use of space and assignment of resources at the Facilities. Concessionaire shall prohibit the storage or placement of private trunks, tacks, and other supplies in aisle ways (trunks provided by FHWP in the main barn are allowed). Concessionaire shall prohibit boarders or members of the public from accessing and using feed, shavings, or other supplies used by Concessionaire in the delivery of their duties.
- Concessionaire must have a staff member on site from 9:00 A.M. to 5:00 P.M. (Pacific Time), seven days a week. The days on site must include weekends and holidays (excluding Christmas). Outside of those days/hours the Site Manager or Night Supervisor must be available at all hours to deal with any urgent or emergency situations 24 hour per day, 365 days per year. The telephone number for the Site Manager and Night Supervisor must be clearly and visibly posted throughout the Facilities and provided to the County, FHWP, and the boarders.
- Concessionaire shall designate a Site Manager who is responsible for: (i) operating and managing the Required Services pursuant to the agreement with the County, (ii) ensuring services are being delivered in a high-quality and responsive manner and consistent with all applicable rules, laws, and regulations and the Scope of Services in the agreement with the County, and (iii) liaising with the County and FHWP regarding delivery of Required Services. The Site Manager must possess a sufficient level of experience and professional expertise so as to ensure a high-quality operation. Annually, and upon appointment of a new Site Manager, Concessionaire shall ensure County and the local fire agency has Site Manager's contact information. Should Site Manager change, Concessionaire shall submit the new Site Manager's contact information to County prior to first day of work. Should Site Manager be unavailable, Concessionaire shall provide an acting Site Manager.
- Concessionaire will be responsible for hiring a full-time Night Supervisor that will live at a County-approved location in Wunderlich County Park in their own trailer. As part of Concessionaire's agreement with County, provisions will detail rental provisions for the Night Supervisor. The Night Supervisor will be required to check all horse stalls to make sure horses are in good condition, check all locks and doors on offices and other buildings, and walk grounds to make sure area is safe. No other representative of the Concessionaire shall reside on site.

- Concessionaire will be required to develop an emergency response plan and ensure staff is trained on all aspects of the emergency response plan in case of an emergency such as a fire or Act of God. Concessionaire will be responsible for checking all personal and County properties and horses to make sure they are safe, in their proper place, or evacuated (if necessary). Concessionaire shall submit a proposed emergency response plan to the County no more than 30 days after an agreement for services is executed for County's review, comment, and/or approval.
- Concessionaire shall develop for County's review and approval a Manure Management Plan. At a minimum, the Manure Management Plan will include the following:
 - Stalls and turnouts will be cleaned daily.
 - Bedding will be changed daily.
 - Rakes and barrels will be used to remove waste from stalls and then stored in a designated bin.
 - Waste piles will not be near any creeks or streams (50-foot setback)
 - No waste will be stored in metal containers.
 - No manure will be spread.
 - Manure will be removed from property at least once per week.
 - In the event of rain, potential animal waste run-off into streams, creeks, or storm drains will be prevented by keeping all areas covered and functioning gutters on the buildings.
 - During rainy season, stagnant water and mud accumulation in confined animal structures and other enclosed areas, such as arenas, will be prevented by maintaining proper drainage and covers.
- Prior to the first date in which services are to be provided at the Facilities, Concessionaire shall procure its own equipment and supplies for the purposes of performing their responsibilities under the agreement. The specific procedures for the safeguarding and security of all such property shall be established, in writing, by the Concessionaire. Procedures shall be made available for review by San Mateo County upon request.

Arena:

- Concessionaire shall ensure daily maintenance of the arena, including manure removal, dragging, rolling, and watering (weather dependent) according to manufacturer's recommended maintenance procedures.
- Within twelve (12) months of the commencement date of this Agreement, or sooner if feasible, Concessionaire shall develop and implement an arena membership program. The program shall provide for daily allocation of arena use between (i) boarders who keep their horses at the Facilities and (ii) non-boarders who wish to use the arena. The program shall include etiquette standards, rules of use, and vaccination requirements.

All boarders at the Facilities shall automatically be members of the arena membership program, and their arena access fees shall be included in their boarding fees. Individuals who do not board their horses at the Facilities may participate in the arena membership program by paying a fee established by Concessionaire. Concessionaire may also establish additional fees for trainers who use the arena to provide lessons to boarders and/or non-boarders.

The arena membership program, including any fee schedules, shall be subject to the County's prior written approval before implementation.

- The arena membership program must generate enough revenue to pay the cost to maintain the arena in a safe and rideable condition, including staff time and materials and supplies (i.e. footing). As the arena is available for boarders at the Facilities and members of the arena membership program, costs to operate and maintain the arena should be proportionately shared by boarders and members of the program.

Administration:

- Concessionaire will maintain an active list of current boarders and a boarder waiting list that is provided to the County twice per year (January and July). Boarder selection will be first come first served. Boarding in the stalls in the historic Folger Stable will be based on seniority.
- Concessionaire shall maintain an economically viable operation with revenues sufficient to cover operating expenses as required by the agreement with the County. Concessionaire shall set annual boarding fee and optional add-on service fee rate adjustments to cover staffing expenses, profit, feed, materials, supplies, and any other expenses necessary. These rates shall be reviewed and approved by County by March 30 of each year for the following fiscal year (July-June). **It is important to note, County and/or taxpayer funds will not be available to subsidize the Concessionaire's operation of the Facilities.**
- Concessionaire shall comply with the State of California Cal-OSHA regulations, including Section 3203 of Title 8 of the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.
- Concessionaire will be responsible for undertaking all aspects of financial management and record keeping, including billing for services and procurement of materials and supplies necessary to comply with the obligations of the agreement with the County including food, shavings, and materials to operate the Facilities. Concessionaire shall be able to provide this information to County upon request.
- Concessionaire shall be responsible for ensuring the safety of boarders and shall consistently apply and enforce all rules, regulations, policies, and equestrian best management practices.
- Concessionaire shall publish and maintain a current schedule of fees and charges for all services provided by the Concessionaire at the Facilities. This fee schedule shall be posted at the Facilities and provided to each boarder annually.
- Concessionaire will be responsible for creating and maintaining a clearly defined customer service standard as well as written process for resolving disputes with boarders or other persons utilizing the Facilities. All actions by concession staff should reflect a desire to fulfill a high-level quality service obligation to boarders. All points

of contact, whether in person, over the phone, in writing, or by any other means shall convey a respectful, courteous, and service-oriented impression to the visitor. A written copy of such process shall be posted at the Facilities in a place accessible to the public, shall be provided to each boarder at the time of execution of each boarding agreement, and shall be filed with County.

- Within thirty (30) days of the contract commencement, the Concessionaire shall develop and submit to County for review and comment a detailed code of conduct for Concessionaire's employees, including how the employees will adhere to the Concessionaire's standards for appearance, customer service, conduct while in the park, representation of the County, and compliance with all laws and regulations.
- Concessionaire will fill in a night sheet check list of emergency numbers, boarder numbers, emergency vet info, incident report forms, and instruction to the Night Supervisor or Site Manager, County Parks or Concessionaire to report any issues or problems depending on the extent of the circumstance. This information shall be posted in a visible and accessible location in the Facilities and provided to the County and FHWP.
- Any visitor-related incidents that escalate to a need for a higher level of enforcement authority will be referred to the appropriate level of enforcement authority among County Parks staff, or referred to a responsive law enforcement agency as soon as it should become necessary. All such incidents must be documented on an incident report completed by the Concessionaire. Reports shall be shared with the Department within 24 hours of any such incident.
- Monthly, Concessionaire will meet with County Parks staff and FHWP to review operations, discuss matters that require addressing, and explore ways to improve services. County may request to meet with Concessionaire as necessary to resolve any matters pertaining to operations of the Facilities, delivery of services, and relations with boarders.
- Concessionaire must use a high level of professional discretion in all forms of advertising, marketing, and promotions. Advertising and promotion must include language that states that Folger Stable is operated under a contract with San Mateo County. Any use by Concessionaire of the park name, park logo, Folger Stable name and County logo requires County's advanced written permission. Any advertising, marketing, or promotions that do not meet a high level of professionalism must be removed upon County's request.
- All of Concessionaire's employees assigned to work at the Facilities must be sufficiently trained to perform their assigned tasks in a safe and competent manner.

Miscellaneous:

- Concessionaire shall not offer or implement any service, program, or activity at the Premises other than those expressly authorized by this Agreement without the County's prior written approval. Concessionaire must submit a written request to the County for review and approval before undertaking any such additional service, program, or activity. The County, in its sole discretion, may approve, conditionally approve, or disapprove any request.

If the County expressly disapproves a proposed service, program, or activity,

Concessionaire shall not initiate it. If the County disapproves an ongoing service, program, or activity, Concessionaire shall cease all related operations within seven (7) calendar days of receiving notice of disapproval.

- Concessionaire will create and maintain a written Medical Emergency Plan (MEP) to address immediate medical care needs of individual riders and horses in the event of a medical emergency. The MEP shall be submitted to the County no less than fourteen business days prior to the first day of services being delivered.
- Concessionaire shall document any occurrence that is out of the ordinary (typically related to law enforcement or risk management), or which may involve the need for follow-up at a later time. Typical examples of needs for incident reports include accidents, injuries (or deaths), theft, vandalism, natural disaster, all 911 calls to emergency services agencies, property damage, and any incident that may involve an insurance carrier (i.e. civil liability). If in doubt, the Concessionaire should write the report. Such reports are to be shared with Department within 24 hours.

Coordination with Friends of Huddart and Wunderlich:

- San Mateo County works in collaboration with the Friends of Huddart and Wunderlich Parks ("FHWP") to provide services at Wunderlich Park and within Folger Stable. The following activities occur within the Stables area and require the coordination with the Proposer.
 - Children's Program: Are frequently offered in the Carriage Room Museum and Carriage House. In addition to the Carriage Room Museum, they use area under the porte-cochere, the grassy area behind the barn and the amphitheater. During this time, grooming cannot occur under the porte-cochere of front covered area.
 - Stable Tours: These will occur by reservation only and will be conducted by FHWP volunteers who have been trained in the history and architecture of the stable and the group management of visitors around horses.
 - Carriage Room Museum visitors: The Carriage Room Museum is open to visitors on Saturdays or for special events and is staffed by trained volunteers. Visitors are encouraged to visit the museum and are directed to restrict their visit to the carriage museum room only and not enter the horse stall area or offices. In addition, there will be no gathering in the stable breezeway. The area must remain unobstructed for efficient ingress and egress in the event of an emergency.
 - Concessionaire shall coordinate with the Friends of Huddart and Wunderlich Parks ("Friends") to ensure the Friends' programming can occur unimpeded and that boarders are encouraged to engage with the Friends in a respectful manner.

Maintenance Fund:

- Quarterly, Concessionaire will pay to County 10% of gross revenue generated from boarding fees to be deposited into a Maintenance Fund which will be managed by County. Concessionaire will submit all supporting documentation detailing how the 10% was calculated. County will only be allowed to use the Maintenance Fund to maintain the Facilities. Concessionaire may submit work requests during its quarterly meeting

with County, but County ultimately has final authority over how the funds are to be used. These fees will be waived during the first six (6) months of the Probationary Period.

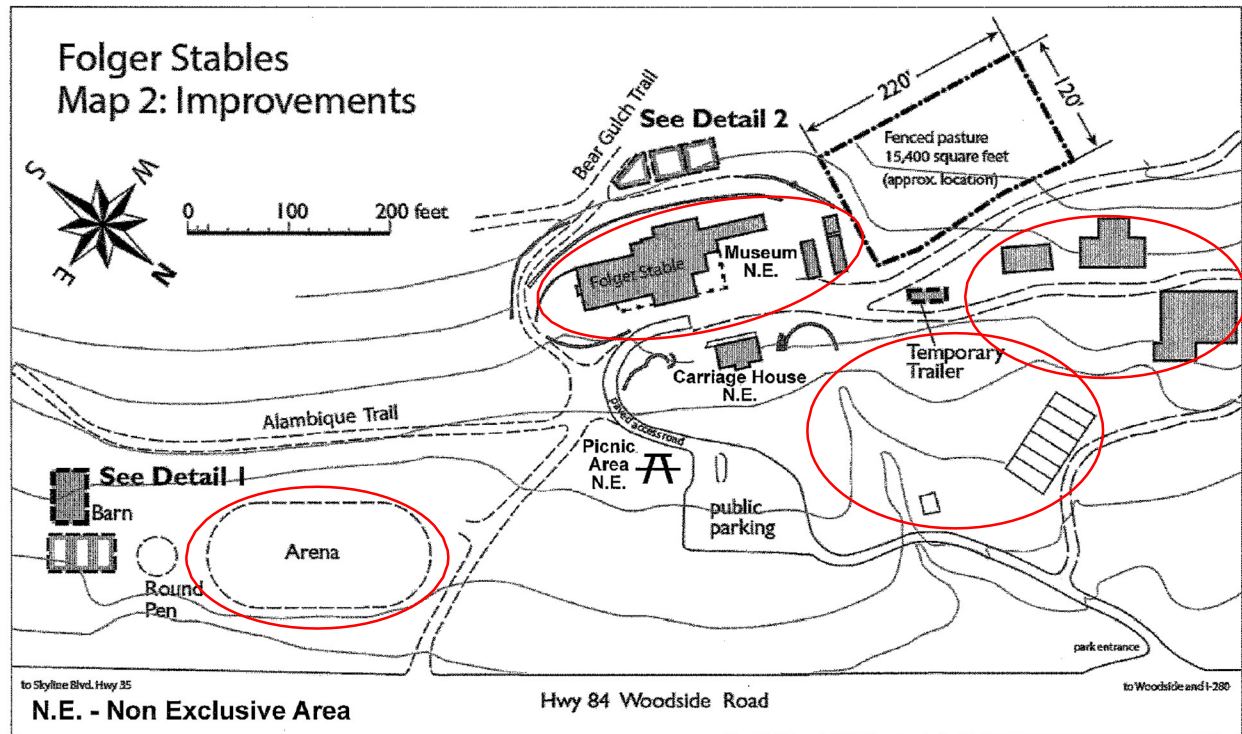
County-owned Property:

- County is not responsible for providing any personal property necessary for the Concessionaire to satisfy their obligations in accordance with the agreement.

County Responsibility:

- County will be responsible for management and operation of all park facilities and lands not designated as part of the Facilities.
- County will meet with Concessionaire monthly to discuss maintenance needs and requirements. During these meetings, Concessionaire will submit a written list of maintenance items it would like the County to address. County will complete maintenance tasks based on available funding and urgency.
- As County is responsible for maintaining the historical integrity of Folger Stable, County will be responsible for maintenance of the following facilities:
 - Restrooms
 - Flooring
 - Interior lighting
 - Heating, Ventilation, and Air Conditioning Systems
 - Utility Systems
 - Water
 - Sewer
 - Electrical
 - Internet
 - Telecommunications
 - Waste Disposal for trash.
 - Fire prevention and protection systems.
 - Roads, pathways, and parking lot

Map of Facilities



Facilities as used herein are to include all areas circled in **RED** in the map above.

Exhibit B: Optional Add-on Services

| Service | Cost |
|--------------------------------------|----------------------------|
| Holding for Ferrier/Vet Appointments | \$35.00 per instance |
| Absentee Owner Care | \$375.00 per week |
| Tack up Horse | \$45.00 per ride |
| Lounging (Round Pen) | \$30.00 per day |
| Wound Care, Wraps, and Bandaging | \$60.00 per wrap |
| Grooming | \$50.00 per day of service |
| Medication Administering | \$100.00 per week |
| Hand Walking | \$60.00 per day of service |
| Extra Feed/Grain | \$250.00 per month |
| Extra Shavings | \$100.00 per month |
| Exercise Rides | \$75.00 per ride |

Exhibit C

In consideration of the services provided by Permittee in Exhibit A and subject to the terms of the Agreement, the Permittee shall pay the County based on the following fee schedule and terms:

1. As stated in this Agreement, Permittee shall pay to County a sum equal to TEN PERCENT (10%) of Permittee's gross sales made from or upon the Premises each month of the term of the concession (as defined herein) on or before the 10th day of each month.
2. Utility Cost Share: \$3,700 per year for ten years increasing at a rate of 2.7% per year.

Permittee shall provide to the County annual Certified Financial Statements on a fiscal year basis (July 1st through June 30th) of their operation at Folger Stable.