

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CHAPARRAL COUNTRY COPORATION

This Agreement is entered into this 21st day of July, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Chaparral Country Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Management of Folger Stable Rental and Lessons Concession.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property
Attachment A – Chaparral's Waiver
Attachment B – Chaparral's Manure Management Plan
Attachment C – Chaparral's Incident Report Form
Attachment D – Concessionaire's Area of Operations
Attachment E – Areas of Responsibilities at Folger Stable for Chaparral Country Corporation and San Mateo County Parks

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Premises

Premises: Contractor is permitted to use that certain real property described as Folgers Stable located at 4040 Woodside Road, Woodside CA, Assessor Parcel Number 072311040 as shown on Attachment D (Concessionaire's Area of Operations). However, the following areas are non-exclusive use:

- Carriage Room Museum
- Carriage House
- Picnic Area

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2015, through July 31, 2025.

This Agreement may be terminated by the County based upon default with thirty (30) days' written notice to the Contractor. The Contractor, or his/her designee, may terminate for default upon thirty (30) days' written notice to the County. Events qualifying as default are identified under Section 13.

In the event of termination, subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. 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 Contractor reasonable advance written or oral notice, to post notices of non-responsibility, to conduct any environmental audit of Contractor'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. 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 Contractor from the facilities or land area or any portion thereof. Contractor 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 Contractors vaults, safes or special security areas, if any, designated by Contractor 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.

6. County Improvements and Repairs

The Contractor shall not make any improvements and/or repairs to the Premises. All improvements and/or 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 Contractor prior to improvements.

7. County Personal Property

The County has provided to the Contractor a listing of personal property for which the County will require an annual lease payment. The Contractor shall be responsible for inventorying and monitoring this personal property on an annual basis based upon guidance in Exhibit A. The Contractor shall not be responsible for paying taxes or other impositions levied or assessed upon County's personal property.

The Contractor 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.

8. Contractor Personal Property

All personal property purchased and used by the Contractor excluding that identified under County Personal Property shall remain the Contractor's personal property. The Contractor may manage its personal property provided it does not present liability to the County. The Contractor shall be responsible for paying taxes or other impositions levied or assessed upon Contractor's personal property. The Contractor shall be responsible, at no cost to the County, for separately insuring Contractor's personal property. Contract shall provide the County with a certificate of insurance upon execution of the Contract and annually thereafter.

9. Utilities

The County shall provide the basic utilities provided in Exhibit A subject to the terms and conditions contained therein. The Contractor shall be responsible for payment of a portion of utilities as outlined in Exhibit B. Note, if excess use of utilities is identified through meter readings, the County shall have the right to discuss and enforce with the Contractor strategies for eliminating excessive use.

10. Interruption of Services

The County has a responsibility to provide utilities as listed in Exhibit B and services to the Contract subject to the terms and conditions of Exhibit A, rules and actions of the utility providers and shutdowns for maintenance and repairs, for security purposes or due to labor disputes, fire or other casualty, acts of God or other causes beyond the control of the County. In the event of an interruption in or failure, or inability, to provide any service or utility for the facility for any reason, County is not liable for Contractor's consequential damages or loss of business; provided, however, that if such interruption, failure, or inability impairs the Contractor's ability to carry on its business in the facilities or land area for five (5) or more consecutive business days, then the Contractor shall have the right to prorate payment based upon the extent that such interruption, failure, or inability impairs the Contractors ability to carry on the business in the Premises.

11. Damage and Destruction

If the Premises is damaged by fire or other casualty, 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 Contractor 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 Contractor's use or occupancy of the Premises.

County shall use commercially reasonable efforts to notify Contractor 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 Contractor. If such repairs cannot be made within the Repair Period, County shall have the option to notify Contractor 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 Contractor 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 Contractor 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, Contractor 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.

12. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, the Contractor shall make payments to the County based on the rates and in the manner specified in Exhibit B. County reserves the right to cancel the contract based upon termination for cause.

The County shall make payments for repair and maintenance of facilities, and all utilities above the Contractor's required payments. In no event shall County's total fiscal obligation under this Agreement exceed these requirements.

13. Late Charges

If Contractor fails to make payments as outlined within Exhibit B based upon due dates outlined in Exhibit A, within five (5) days following the due date, such unpaid amount shall be subject to a late payment charge equal to six (6) percent of the unpaid amount in each instance.

14. Default and Remedies

14.1 Events of Default

Any of the following shall constitute an event of default (the "Event of Default") by Contractor hereunder:

- a) a failure to pay payments when due, and such failure continues for three (3) days after the date of written notice by County. However, County shall not be required to provide such notice more than twice during any twelve (12) month period,
- b) a failure to comply with any other terms and conditions outlined in Exhibit A and such failure continues for fifteen (15) days after the date of written notice by County, provided that if such default is not capable of cure within such 15-day period, Contractor shall have a reasonable period to complete such cure if Contractor promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from County.
- c) a vacation or abandonment of the facilities and land area for a continuous period in excess of five (5) business days; or
- d) an appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or an assignment by Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

14.2 Remedies

Upon the occurrence of an Event of Default the County shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

- a) County may terminate Contractor's contract at any time by written notice to Contractor and enjoys all remedies for breach of contract, including but not limited to the following:
 - Reasonable costs of removing any of Contractor's Personal Property
 - Any unpaid payments earned prior to the date of termination, less the proceeds of reletting or any payments received from sub concessioners prior to the date of termination, together with interest from the date such rent is due and payable.
 - Such other amounts in addition to or in lieu of the foregoing as may be permitted including without limitation any other amount necessary to compensate the County for the detriment caused by the default.

15. Surrender of Facilities

Upon the Expiration Date or other termination of this Contract, the Contractor 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 Contractor shall remove all of Contractor's Personal Property and repair any damage resulting from the removal. Contractor's obligations under this Section shall survive the Expiration Date or other termination of this Contract. Any items of Contractor's Personal Property remaining in the facilities 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.

16. End of Contract Transition

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

The Contractor shall designate one individual as the point of contact (POC) for communications between the County, the Contractor and the New Contractor. 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 Contractor 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 Contractor and the New Contractor.

17. Hazardous Materials

Contractor shall not cause, nor shall Contractor 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. Contractor shall immediately notify COUNTY when Contractor learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Property. Contractor 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 Contractor or its Agents or Invitees cause a release of Hazardous Material, Contractor 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, Contractor 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 Contractor 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.

18. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. This shall be considered termination for default.

19. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

20. Hold Harmless

20.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A)

injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor'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, Contractor'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 Contractor 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.

20.2 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.

Contractor 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. Contractor 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. Contractor 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. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor 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 Contractor'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, Contractor shall, at Contractor'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, Contractor 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, Contractor) 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 Contractor 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.

21. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

22. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor 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, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is 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 Labor Code, and (b) that it will comply with such provisions before commencing the performance of work

under this Agreement.

(2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below. Such insurance shall include:

- a) Comprehensive General Liability: \$ 1,000,000 or more for each occurrence
- b) Damage to Premises: \$50,000 for each occurrence
- c) Medical Expenses: \$5,000 for any one person
- d) Personal and Advanced Injury:\$1,000,000
- e) General Aggregate: \$2,000,000
- f) Products and Comprehensive Ops Aggregate:\$1,000,000
- g) Motor Vehicle Liability Insurance: \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the 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, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

23. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County

Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

24. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

25. Retention of Records. Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

26. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

27. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

28. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing

confirmation of receipt.

In the case of County, to:

Name/Title: Scott Lombardi, Park Superintendent
Address: 455 County Center, 4th Floor, Redwood
City, CA 94063
Telephone: (650) 363-1906
Facsimile: (650) 599-1721
Email: SLombardi@smcgov.org

In the case of Contractor, to:

Name/Title: Shawn Mott, CEO
Address: 3375 Calaveras Road, Milpitas, CA 95035
Telephone: (408) 726-8453
Facsimile:
Email: Shawnshorsepark@yahoo.com

29. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
On Behalf of San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Chaparral Country Corporation



Contractor's Signature

Date: 7-9-15

(Revised 7/1/13)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. 24 Hours Supervision: Chaparral will hire a full time night supervisor that will live on the property in their own trailer at Folgers Stables. 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.
2. Chaparral will be required to have full knowledge of all evacuation requirements in case of an emergency such as a fire or act of nature. They will be responsible for checking all personal and county properties to make sure they are safe and in their proper place.
3. Chaparral will fill in a night sheet check list of emergency numbers, boarder numbers, emergency vet info, incident report forms and instructions to call day manager, County Parks or Chaparral to report any issues or problems depending on the extent of the circumstance.
4. Refer to Attachment A to this contract for the waiver currently used at Chaparral. Chaparral requires that all riders sign their waiver form which is kept on file for each client on the stable premises.
5. Proposed Authorized Services: Chaparral would like to offer Natural horsemanship and other horse related clinics. We would like to participate in the Day of the Horse.
6. Chaparral thinks it is very important to extend the membership program which at this point will be kept free of charge. Proposer reserves right to review membership fees at any time.
7. Chaparral may offer an off-site show program depending on interest. All services will be reviewed on a regular basis.
8. Annual hours of operation will be 7 days per week 365 days per year excluding Christmas Day.
9. Daily hours of operation will be 7 days per week from 9:00 am to 4:00 pm. Lesson and trail rides by reservation only. Trail ride hours from 9:00 am to 4:00 pm 7 days per week. Hours are subject to change based on need and seasonal changes, and as approved by County Parks.
10. Arena hours are from 9:00 am to 3:00 pm daily for lessons. Hours are subject to change based on need and seasonal changes, and as approved by County Parks.
11. Camps are from 9:00 am to 3:00 pm Monday thru Friday with 1 hour of extended care from 3:00 pm to 4:00 pm by the season. Hours are subject to change based on need and seasonal changes, and as approved by County Parks.

12. To start Chaparral recommends that we have lessons Thursday thru Saturday and trail rides on weekends and then extend services as the demand increases.
13. Arena Scheduling: The area may not be closed to members or boarders at this time. The lesson instructor in the arena is responsible for the safety and organization in the arena. Those coming into the arena will acknowledge the instructor and follow the arena etiquette.
14. Boarding Cleanliness Requirements: Minimum requirements will be met for cleanliness. Manure Management Plan (Attachment B) is attached. Chaparral currently has the ability to compost manure at the Chaparral site.
15. Boarding Tenant Requirements: Chaparral will have a boarding agreement and exit agreement for all clients. Proposer will make sure that all programs that Chaparral offers are posted and match up appropriate ages and levels with programs. Chaparral will make sure all rules for stable area and arena are stated. Arena could be closed due to inclement weather. On site manager will be responsible for all boarder requirements.
16. Lesson and Camp Programs: SOW: Lesson programs are given for both English and Western students. Chaparral accommodates all levels of riding. Children must be 6 years old to take lessons. Children under 6 years may do a pony ride which is led by an adult on staff.
17. Chaparral will supply horses as needed to meet program needs at their discretion and County approval.
18. Chaparral will supply helmets that meet ASTM standards. Chaparral sets minimum age for trail rides is 8 years old.
19. Camper's minimum age is 6 years old. Maximum weight limit for trail ride is 230 lbs. All maximum and minimum requirements will be posted on site.
20. Chaparral will use a staging area for the trail rides. This will help with the safety of the clients and horses. It will also help with the efficiency for the trail rides. We would like an opportunity to do rides for the younger children and would like to set up a pony round for this activity. We feel these pens are necessary for the safety of everyone including the horse.
21. Chaparral will use a covered or indoor area for camp students in case of inclement weather or heat. Chaparral will also use this area for check in and check out of students. Some class material will be taught there and students could eat or do a craft project.
22. Lesson Program: Students will learn all the basics of riding including but not limited to safety around the horse, steering, stopping, turning, sitting trot, posting trot, proper balance, control of horse, parts of the saddle, proper posture position and much more. All lessons will be tailored to student's ability.
23. Western lessons
All level offered
Monday-Sunday 9:00 am to 3:00 pm (Thursday thru Sunday until

demand increases for all lessons). Hours are subject to change based on need and seasonal changes, and as approved by County Parks.

Lessons are by reservations only

Ages 6 years and up

½ hour lesson	40.00
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1 hour lesson	60.00
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1 hour private	75.00
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All fees are subject to change

24. English lessons

All levels offered

Monday-Sunday 9:00 am to 3:00 pm

Ages 6 years and up

½ hour lesson	50.00
---------------	-------

1 hour lesson	70.00
---------------	-------

1 hour private	85.00
----------------	-------

All fees are subject to change

25. Camps are designed for riders of all levels. Students will be divided into groups according to age and ability. Camps are a fun for the students to make friends and have the ability to bond with a special horse. Students will learn to groom, saddle, unsaddle, lead, halter, mount, dismount, parts of the horse, history of the horse, parts of the saddle, tying, horse management such as feeding, washing the horse and much more. Students ride for at least 1 hour per day. On Friday there is a show for the parents of what the students have learned during the week. Students will receive a certificate at the end of the week and have a chance to take pictures on the last day after the show. Camps are from 9:00 am to 3:00 pm Monday thru Friday.

26. Camps

6 to 15 years of age

9:00 am to 3:00 pm Monday- Friday. Hours are subject to change based on need and seasonal changes, and as approved by County Parks.

Extended care 3:00 pm to 4:00 pm	10.00 per hour per child
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Weekly camp fee	600.00 per child
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Daily camp fee	130.00 per day
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All fees are subject to change

27. Trail Ride Programs: Come join us for a trail ride through the beautiful tree lined hills of Wunderlich Park. Beginner to advanced riders can enjoy the 17 miles of all-weather trails year round. Wildlife and nature abound. We offer ½ hour, 1 hour and 1.5 hour rides, or longer if required. Reservations must be made in advance. Riders must be 8 years old. Riders under 18 years of age must wear a helmet. Ride levels

are left to the discretion of wrangler and riders ability. Beginner rides are walking only.

Trail rides

½ hour	40.00
1 hour	60.00
1.5 hour	90.00

All fees are subject to change

28. Coordination with Friends of Huddart and Wunderlich Park:

The Friends of Wunderlich and Huddart will be given an activity calendar stating event dates, times, description and size of the events. Chaparral will review monthly all events. There will always be onsite staff to answer any question. Safety procedures will be clearly posted. Chaparral currently works with a nonprofit at Chaparral Ranch and understands the specific requirements.

29. Chaparral will make sure that the onsite manager is checking stables and surrounding areas daily and they are safe and visitors comply with clearly posted rules and regulations. Chaparral Ranch will comply with the mission statement for Folgers Stable and the park.

30. Customer Service:

Chaparral Ranch prides itself in excellent customer service.

Customer feedback is received through Chaparral's Yelp review and surveys. Any complaints will be dealt with utmost urgency and diligence. Chaparral will encourage customers to give both positive and negative feedback. Any negative feedback will be dealt with through conversation and one on one customer care. Chaparral is more than willing to compensate any unhappy customers with either, a refund gift certificate or free class.

31. Domain and Website: County retains ownership of both the domain and website for Folger Stables and Wunderlich Park (www.wunderlichfolgerstable.com) and will be responsible for payment of the annual fee. Chaparral will have use of the site for promotion of their services and programs. Chaparral will ensure that the information is current about the services and programs being offered. Chaparral will submit changes to the website to County Parks for their review and approval.

Exhibit B

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

1. Concession Fee:

The fee is based upon annual adjusted gross revenue and shall be paid quarterly. Adjusted gross revenue shall be defined as gross revenue minus any sales taxes. The minimum fee required is as follows:

- a. **Year 1:** One percent (1.0%)
- b. **Year 2:** One percent (1.0%)
- c. **Year 3 to 10:** Four percent (4.0%)

2. Personal Property Lease/Rent Payment:

\$1,750 annually per year for ten years

3. Personal Property Reserve:

0.7 percent of annual adjusted gross revenue per year for ten years

4. Utility Cost Share

\$2,800 per year for ten years increasing at a rate of 2.7% per year

In consideration of the services provided by the Contractor in Exhibit A and subject to the terms of the Agreement, the County shall be responsible for paying the following:

1. **Repair and Maintenance Expenses:** All repair and maintenance expenses for the Premises
2. **Utility Expenses:** All utility expenses above \$2,800 per year for ten years increasing at a rate of 2.7% per year

The County will provide the following utilities: Electricity, water, sewer and trash.

Contractor 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.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Shawn Mott

Name of Contractor(s):

Chaparral Country Corporation

Street Address or P.O. Box:

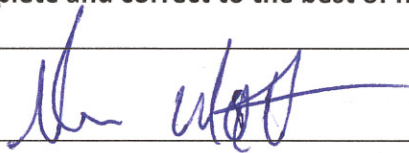
3375 Calaveras Road

City, State, Zip Code:

Milpitas, CA 95035

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

7-9-15

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

ATTACHMENT A

Chaparral Country Corporation
458 Palo Alto Ave
Mountain View, CA

Tel: (408) 726-8453

Instruction, Waiver and Release Agreement

THIS INSTRUCTION, WAIVER AND RELEASE AGREEMENT ("Agreement") IS A LEGAL AGREEMENT BETWEEN YOU AND CHAPARRAL COUNTRY CORP. (the "Company"). PLEASE READ THE AGREEMENT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO PARTICIPATE IN EQUESTRIAN ACTIVITIES WITH CHAPARRAL COUNTRY CORP. EMPLOYEES AND PERSONNEL OF THE COMPANY HAVE NO AUTHORITY TO MODIFY OR WAIVE ANY PART OF THIS AGREEMENT.

This Agreement covers all equestrian activities ("Equestrian Activities") with Chaparral Country Corp; The Company provides services at various locations ("Activity Locations").

YOUR RESPONSIBILITY: When you participate in Equestrian Activities with the Company you take unconditional responsibility for your actions and those of the horses in your care. You understand the Equestrian Activities involve inherent risks which can lead to injuries. You understand the propensity of horses to react to sounds, sudden movements, smells and unfamiliar objects. You also understand the potential of another individual acting in a negligent or unskilled manner, which may lead to accidents. You understand that maintaining control of horse(s) in your care at all times is your responsibility. This includes, but is not limited to, horses attempting to flee ("run away with the rider"), buck, kick, rear, and/or bite. As a condition of permitting you to participate in Equestrian Activities, you expressly assume responsibility for those risks, and release and agree to hold harmless the following entities and persons under the terms and conditions below: Company, County of San Mateo, and Peek, Incorporated, as well as any members, officers, employees, independent contractors, agents, or volunteers of Company, County of San Mateo, or Peek, Incorporated, as well as successors, assigns, heirs, guardians, executors, and personal representatives of same (collectively "Stable Entities").

Agreement: The Company and you agree as follows:

1. In consideration of the fees you pay, the Company will provide Equestrian Activities. These fees are due in advance of the Equestrian Activity and are non-refundable.
2. You acknowledge that the Company has informed you of the risks involved with Equestrian Activities, some of which are described in "YOUR RESPONSIBILITY" above. You acknowledge that you understand and accept these risks. YOU ACKNOWLEDGE THAT EQUESTRIAN ACTIVITIES CARRY WITH THEM INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN.
3. You are fully aware and acknowledge that Equestrian Activities can be hazardous activities and agree to take unconditional responsibility for your actions as well as their consequences, including but not limited to any injury, illness, death, or damage resulting in any way from your conduct. You are also responsible for injury, illness, death or damage to property caused by horses you own or are under your control. You are voluntarily participating in Equestrian Activities with knowledge of the dangers involved. Accordingly, you assume, agree to, and accept any and all risks of injury, illness, death, or damage to property, occurring as a result of Equestrian Activities with Stable Entities.
4. As consideration for the Company permitting you to participate in Equestrian Activities, you hereby agree that you, and your assignees, heirs, guardians, executors, and personal representatives will not make a claim against or sue the Stable Entities on account of injury, illness, death, or damage relating to your participation in Equestrian Activities.
5. You release and discharge the Stable Entities from, and waive, all claims, demands, actions, or causes of action, known or unknown (collectively "Claims"), that you might otherwise have or may hereafter have against the Stable Entities for injury, illness, death, or damage relating in any way to your participation in Equestrian Activities, even if one or more of the Stable Entities is negligent (whether actively or passively) or commits unintentional wrongful acts.
6. You hereby agree to hold the Stable Entities harmless, and will indemnify the Stable Entities for: (a) Claims asserted by you or any third parties, relating to your participation in Equestrian Activities; (b) your own conduct while participating in Equestrian Activities, including but not limited to any injury, illness, death, or damage caused by you; and (c) injury, illness, death, or damage caused by horses that you own or are under your control.
7. You acknowledge that the Stable Entities are not responsible for any hazards or hazardous conditions at the Activity Locations, or for any injury, illness, death, or damage resulting from them.
8. You acknowledge that you have no physical infirmity, ailment, illness, or injury that may affect your health and safety while participating in Equestrian Activities.
9. You are advised by this agreement that California Civil Code Section 1542 says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." You acknowledge you understand California Civil Code Section 1542 and waive its benefits, with the intent that this Agreement shall include a release and waiver of claims known and unknown, and suspected and unsuspected.
10. If you sue or bring a claim against the Stable Entities or you otherwise breach Section 5, 6, or 7 of this Agreement, the Stable Entities shall be entitled to recover, as an element of the costs of suit or arbitration and not as damages, reasonable attorneys' fees to defend your suit or claim to be fixed by the court or arbitrator(s) (including without limitation, costs, expenses, and fees on any appeal). If, following such a suit or claim, one or more of the Stable Entities asserts a counterclaim or cross complaint in such suit or other proceedings to enforce or interpret any part of this Agreement, the Stable Entity shall be entitled to recover, as an element of the costs of suit or arbitration and not as damages, reasonable attorneys' fees arising out of such counterclaim or cross complaint to be fixed by the court or arbitrator(s) (including without limitation, costs, expenses, and fees on any appeal). The Stable Entity shall be entitled to recover its costs of suit or arbitration, regardless of whether such suit or arbitration proceeds to final judgment.
11. Any controversy or claim arising out of or relating to Equestrian Activities, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes; and judgment on the award rendered by the arbitrator(s) may be entered in

12. This Agreement is the entire agreement between you and the Company relating to the subject matter of the Agreement and takes the place of all prior agreements, whether written or oral, between the parties concerning such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Company's counsel. This Agreement shall be binding upon and inure to the benefit of the parties and the Stable Entities. The unenforceability of any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and insofar as possible consistent with the original intent of the parties. This Agreement shall be governed by the laws of the State of California.

FOR PARENT/GUARDIANS OF CHILDREN UNDER THE AGE 18. By signing below, the parent/guardian with legal responsibility of the child named above participating in Equestrian Activities does hereby consent and agree to the terms and conditions of this Agreement on behalf of himself/herself and the minor child named above and agrees that all references to "you" in the Agreement, including but not limited to the assumption of the risk, release, indemnity, and waiver of benefits under Civil Code Section 1542 are deemed to include the parent/guardian signing below.

Your Signature _____ Date: _____

[illegible][illegible][illegible][illegible][illegible][illegible]

Ed Levin Park
City of _____
School: _____
Other _____

- Horse focused therapy & healing
- Overnight camping & trips
- Advanced horsemanship
- Specialty horse seminars
- Corporate retreats & events
- Nature-education

ATTACHMENT B

Chaparral's Manure Management Plan

1. Stalls and turnouts will be cleaned daily.
2. Bedding will be changed daily.
3. Rakes and barrels will be used to remove waste from stalls and then stored in a 20 yard bin.
4. Waste piles will not be near any creeks or streams.
5. No waste will be stored on the ground.
6. All waste will be stored in metal containers.
7. No manure will be spread.
8. Manure will be removed from property once per week.
9. 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.
10. 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.
11. Chaparral will place all manure in a trailer and spread it ½ inch thick over their area. Chaparral will use the same removal service that is currently in place at Chaparral Ranch. Chaparral also has its own trailer and trucks that can remove manure and have a large area where it composts manure.

ATTACHMENT C

Chaparral Country Corporation
3375 Calaveras Rd
Milpitas, Ca 95035

Incident Report Form

Please print legibly

This is a confidential report. It is completed to allow us to obtain advice from legal counsel and for the protection of the corporation and its potential liability.

Information about the person involved in the incident:

Full Name: _____ SS# _____
Home Address: _____ Gender M F
Circle one: Volunteer Student Visitor
Date of birth: _____ Home or Cell phone: _____

Information about the incident:

Date of incident: _____ Time: _____ Police or Ambulance notified: Y N

Location of Incident: _____

Describe what happened, how it happened, factors leading to the event, objects or animals involved. Be as specific as possible. (Please attach separate sheet if necessary).

Were there any witnesses to the incident? Yes No
Please state all witness names, addresses and phone numbers on separate sheet.

Was the individual injured? If so, describe injury, how and what the results were.

Was medical treatment provided? Yes No

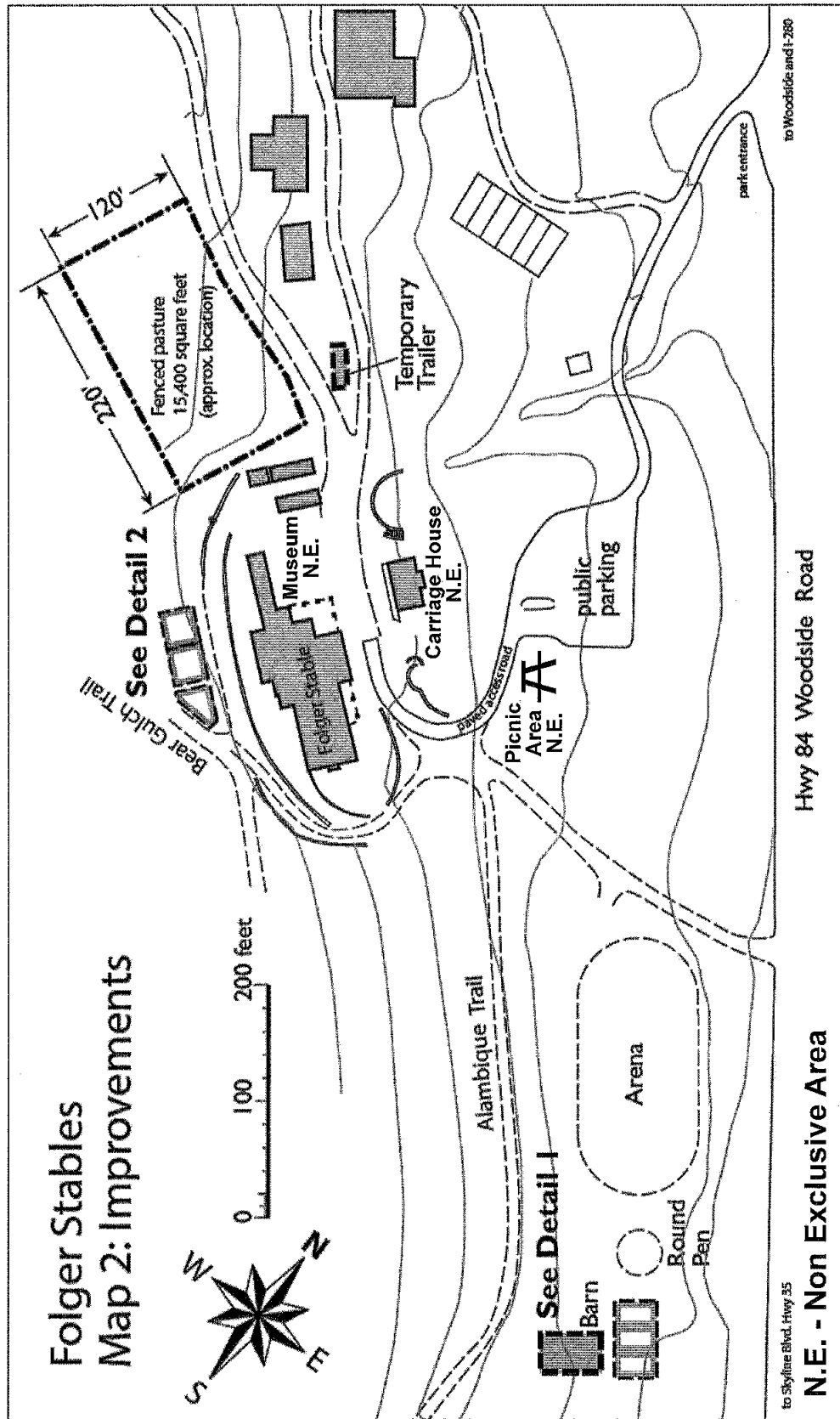
What kind of treatment was provided?

Reporter Information

Print name of reporter: _____

Reporter signature: _____ Date of report completion: _____

Attachment D: Concessionaire's Area of Operation



ATTACHMENT E

Areas of Responsibility at Folger Stable for Chaparral Country Corporation and San Mateo County Parks.

The purpose of this document is to clarify site areas of operation and maintenance responsibilities for the concession contract at Folger Stable with San Mateo County Parks Department. Areas of responsibility will be divided into three sections: Chaparral Country Corporation, San Mateo County Parks Department, and areas of operation and maintenance for which both parties are jointly responsible. The property will be inspected on a quarterly basis by the County to ensure that proper maintenance and standards are being achieved at Folger Stable.

Chaparral Country Corporation:

All Stalls
All Turnouts
Matting areas sweep and clean
Main Barn—blow daily
Courtyard and all driveways—blow
Annex—blow
Aisle behind Upper Barn—blow
Tack Trunks—dust Main Barn
Grain and Boarder Supply Storage in Main Barn
Boarder Tack Rooms
Break Room—Kept neat and clean of debris and waste
Office
Wash Areas
Crosstie Areas
Porta Grazers
Horse Water Cups
Hay Room and Storage
Manure Box
Overnight Trailer
Arena
Round Pen
Fuel Storage Cabinets
Night Checks
Put Moisture Absorbing Bags in Upper Barn Tack Room to Keep Mold Out.

San Mateo County Parks Department:

Trails
Fire Fuel Areas
Vegetation Management
Hazard Trees
Service Roads
Carriage House
Parking Lot
Picnic Areas
Restrooms

Double Wide Trailer

Will contract out dragging of arena once a month if requested by Chaparral.

Fencing

Plumbing

Electrical

Light Bulbs

Joint areas of operation and maintenance responsibilities:

Garbage and Recycling is picked up daily and removed weekly by garbage service

Restroom Main Barn

Water Plants Outside Main Barn

Water Plants Outside Carriage House

Pick Up Litter—Daily

Property Checks—Daily

Clean all Windows Main Barn and Carriage House—As Needed

Culverts and All Gutters and Drainage Areas—Weekly Or As Needed

Signage

Wooden Covers Over Floor Drains

Move Mats for Kids Programs

Blow Leaves from Main Barn Roof

Scrub Mold Build Up On The Outside Of Main Barn—As needed

Change Light Bulbs For Friends Group In The Museum

Clean Water Cups For Horses—Daily

Turn All Water Hoses Off And Relieve Water Pressure

Fix Piping and Fencing In Turnouts—Will be completed by County unless contractor is required

Pull Grass and Weeds in Courtyard